

DATED

**THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION**

AND

**CITY AND GUILDS OF LONDON
INSTITUTE**

**CONTRACT FOR THE PROVISION
OF SERVICES IN RELATION TO
THE AGRICULTURE, ENVIRONMENT &
ANIMAL CARE: AGRICULTURE, LAND
MANAGEMENT & PRODUCTION T
LEVEL TECHNICAL QUALIFICATION**

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THIS CONTRACT is made on

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BETWEEN:

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (2) **CITY AND GUILDS OF LONDON INSTITUTE** a company registered in England and Wales (company registration number: 312832), whose registered office is at Giltspur House, 5-6 Giltspur Street, London, EC1A 9DE ("**Supplier**"),

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

BACKGROUND TO THIS CONTRACT:

- (A) On 3 November 2020 the Authority advertised in the Official Journal of the European Union (reference 2020/146760) inviting prospective suppliers to submit proposals for the design, development and delivery of the technical education qualification element for the Agriculture, Land Management & Production T Level.
- (B) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier of the TQ.
- (C) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below. As well as the delivery stage, this Contract covers the Development Phase and a Pre-Delivery Phase.

OPERATIVE TERMS:

1 Contract start, formation and interpretation

- 1.1 This Contract is legally binding from the Effective Date until it ends in accordance with clause 14 (*Ending or extending this Contract*).
- 1.2 This Contract is formed by the Core Terms and the Schedules and the Supplier must comply with all of its obligations set out in both the Core Terms and the Schedules, provided always that in the event of any conflict between the provisions of the Core Terms and the Schedules and/or the Annexes, or between any of the Schedules and/or

the Annexes, the conflict shall be resolved according to the following descending order of priority:

- 1.2.1 the Core Terms, Schedule 1 (*Definitions and Interpretation*), and Schedule 6 (*Pricing Schedule*);
 - 1.2.2 Schedule 2 (*Service Requirements*), Schedule 4 (*Co-operation*) and their respective Annexes; and
 - 1.2.3 the remaining Schedules and their respective Annexes.
- 1.3 The Parties shall interpret this Contract using Schedule 1 (*Definitions and Interpretation*).

2 Appointment and exclusivity

- 2.1 The Authority hereby appoints the Supplier as the provider of the Services in relation to the TQ during the Term.
- 2.2 As part of such appointment, the Supplier has the exclusive right to offer the TQ in England to Students for TQ courses for the Cohort for the Academic Years commencing at each of 1 August 2023, 1 August 2024, 1 August 2025, 1 August 2026] and, where the Authority gives written notice to the Supplier to extend this Contract pursuant to clause 14.2 (*Ending or extending this Contract*), [1 August 2027] inclusive (each an “**Exclusive Cohort**”).
- 2.3 Subject to the Supplier’s compliance with the provisions of this Contract, the Authority shall not, during the Term, authorise any third party to provide goods and/or services equivalent to the Services in relation to the whole or any part of an Exclusive Cohort.
- 2.4 The Supplier acknowledges and agrees that during the Term the Authority may, subject to clause 2.3, authorise a third party to provide goods and/or services equivalent to the Services in relation to the TQ in England to students in cohorts outside the Exclusive Cohort, notwithstanding the continuation of the Services under this Contract in respect of any Exclusive Cohort.
- 2.5 The Supplier shall, subject to clause 14 (*Ending or extending this Contract*), be responsible for providing the Services to Students who are within an Exclusive Cohort

until the later of the end of their TQ and 2 years following the end of the final Academic Year of the TQ for the Exclusive Cohort of which such Student was part.

- 2.6 Unless otherwise agreed with the Authority in writing, the TQ shall be offered by the Supplier on the basis that teaching of the TQ by Providers for each Exclusive Cohort will commence in September of the relevant Academic Year (accepting that Students may, subject to applicable Supplier and Provider rules, commence their study of the relevant TQ later than the teaching commencement date).

3 How the Services must be supplied

- 3.1 The Supplier must provide the Services:

3.1.1 in full compliance with the Service Requirements and the Supplier's Response, provided always that:

- (i) the fact that the Supplier has complied with the Supplier's Response shall not limit the Supplier's obligation to satisfy the Service Requirements; and
- (ii) the fact that the Supplier has satisfied the Service Requirements shall not limit the Supplier's obligation to comply with the Supplier's Response;

3.1.2 to a professional standard;

3.1.3 with reasonable skill and care;

3.1.4 using Good Industry Practice;

3.1.5 in accordance with its own policies, processes and quality control measures to the extent that these do not conflict with this Contract;

3.1.6 in accordance with any agreed timings set out in this Contract;

3.1.7 in accordance with Law;

3.1.8 subject to clause 5.15.3 (*Developing the TQ and achieving IfATE Approval and Accreditation*), in accordance with the Conditions of Recognition;

3.1.9 in a manner that ensures that neither it, nor any of the Supplier Staff:

- (i) brings the Authority, the Department or the ESFA into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in any or all of them; and/or
- (ii) engages in any act or omission which is reasonably likely to bring the T Levels Programme into disrepute,

in either case, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract; and

3.1.10 in accordance with (and in a manner consistent with enabling the Supplier and the T Level Awarding Organisations to achieve the aims set out in) Schedule 4 (*Co-operation*).

3.2 The Supplier must:

3.2.1 co-operate and, where appropriate, consult with the Stakeholders and the Authority's third party suppliers on all aspects connected with the delivery of the Services; and

3.2.2 ensure that Supplier Staff comply with any reasonable instructions of the Authority in relation to the Services.

Ofqual Recognition

3.3 The Supplier must have in place from the Effective Date and maintain throughout the Term, Ofqual Recognition, unless the Authority requests the Supplier to withdraw its Ofqual Recognition under clause 5.15.3 (*Developing the TQ and achieving IfATE Approval and Accreditation*).

3.4 The Supplier must, subject to clause 5.15.3 (*Developing the TQ and achieving IfATE Approval and Accreditation*), comply with each Condition of Recognition throughout the Term.

Impact of approval by the Authority

3.5 The Supplier agrees and accepts that except for confirmation of a Variation pursuant to clause 27 (*Changing this Contract*), which expressly changes the Supplier's obligations or liabilities or the Authority's rights under this Contract, no review, comment, authorisation to proceed (as contemplated by clause 5.13.1) or approval by the Authority (including any IfATE Approval) in connection with any Product and/or Service (including in respect of the Supplier's Response, the Implementation Plan, the Resource Plan and any documents or information submitted by the Supplier in order to obtain IfATE Approval) shall operate to exclude or limit the Supplier's obligations or liabilities or the Authority's rights under this Contract, and:

3.5.1 the Supplier retains sole responsibility for ensuring that the TQ (including the Products and Services) meets and continues to meet all relevant Service Requirements (as they may be amended from time to time in accordance with this Contract) throughout the Term; and

3.5.2 the Supplier acknowledges and accepts that any review, comment, authorisation to proceed or approval (including any IfATE Approval) do not constitute or imply any warranty from the Authority or Ofqual in respect of the TQ.

4 Pricing and payments

4.1 In exchange for the provision of the Services (including the supply of the Products), the Supplier must invoice:

4.1.1 the Authority for the relevant Charges, which, in the case of:

- (i) the Development Charge, shall be invoiced by the Supplier at the time and in the manner set out in clauses 5.13.1(ii), 5.15.1(ii) or 5.15.3(ii) (*Developing the TQ and achieving IfATE Approval and Accreditation*) (as applicable));
- (ii) that part of the Charges referred to in limb (b) of the definition of Charges, shall, unless otherwise agreed by the Authority, be invoiced by the Supplier on IfATE Approval of the relevant TQ Change; and

- (iii) that part of the Charges referred to in limb (c) of the definition of Charges, shall be invoiced by the Supplier as set out in the relevant Variation; and
- 4.1.2 the Approved Providers for the Fees pursuant to the applicable Provider Contract.
- 4.2 The Supplier acknowledges and agrees that:
 - 4.2.1 in no circumstances shall the Authority, the Department or ESFA have any liability to the Supplier in respect of the Fees. The Authority is not liable if any Provider (or other third party) fails to pay any fees or other costs (including the Fees) due from them to the Supplier; and
 - 4.2.2 save as permitted by the relevant Provider Contract, the Supplier shall not be entitled to levy any costs and/or charges and/or require any further and/or additional payment in respect of the provision of the Services (including the supply of any Products) to any Approved Provider (and/or any Student) other than the Fees.
- 4.3 All Fees and Charges:
 - 4.3.1 exclude VAT, which is payable on provision of a valid VAT invoice to the applicable payor; and
 - 4.3.2 include all costs payable by the Authority and/or any Provider (as the case may be) in connection with the Services (including the supply of the Products).
- 4.4 The Authority must pay the Supplier:
 - 4.4.1 in respect of the Development Charge, the relevant Interim Milestone Payment or the Final Milestone Payment (as the case may be); or
 - 4.4.2 in respect of any other Charges arising under clause 8 (*TQ Changes*) or clause 27 (*Changing this Contract*), the amount of any such Charges due under such clause 8 (*TQ Changes*) or clause 27 (*Changing this Contract*),

in each case, within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the account as notified by the Supplier to the Authority.

- 4.5 A Supplier invoice is only valid if it includes this Contract reference and purchase order number (if any) and other details reasonably requested by the Authority.
- 4.6 If there is a Dispute between the Parties as to the amount invoiced by the Supplier to the Authority, the Authority must pay the undisputed amount. The Supplier cannot suspend the provision of the Services (including the supply of the Products) unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 14.5 (*When the Supplier can end this Contract*). Any disputed amounts shall be resolved through the Dispute Resolution Procedure.
- 4.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 The Supplier can issue a written Reminder Notice to the Authority (in accordance with clauses 28.1 and 28.2 (*How to communicate about this Contract*)) if the Authority does not pay an undisputed invoice on time.
- 4.9 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.10 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment. The Supplier must also ensure that any Sub-Contract it enters into contains provisions which have the same effect as clauses 4.4, 4.6, 4.7 and this clause 4.10.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless a court orders this.

Indexation of Fees and Rate Card rates

- 4.12 The Supplier shall be entitled to adjust the Fees and the Rate Card rates which apply in respect of any Academic Year following the Academic Year in which the TQ is

launched in accordance with the provisions of clause 4.13 to reflect the impact of inflation.

4.13 Where the Supplier wishes to adjust the Fees and/or Rate Card rates in accordance with clause 4.12:

4.13.1 the Supplier shall notify the Authority in writing of the proposed percentage adjustment in the existing Fees and/or Rate Card rates and the resulting new Fees and/or Rate Card rates by the end of February in the Academic Year prior to the Academic Year in respect of which the adjustment is to apply ("**Calculation Date**");

4.13.2 the proposed percentage adjustment to the relevant then current Fees or Rate Card rates must be no greater than the percentage increase in the preceding 12 months of the UK Consumer Price Index most recently published by the UK Office of National Statistics prior to the Calculation Date; and

4.13.3 the proposed adjustment calculated in accordance with this clause 4.13 shall not operate to adjust the Fees or Rate Card rates for the then current Academic Year, but shall operate to adjust the Fees or Rate Card rates as applicable with effect from the immediately following Academic Year.

4.14 Except as set out in clause 4.13, neither the Charges, the Fees nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations under this Contract.

5 Developing the TQ and achieving IfATE Approval and Accreditation

5.1 The Supplier shall develop the TQ to meet the Service Requirements and in accordance with the terms of this Contract.

Requirement for IfATE Approval

5.2 The Supplier acknowledges and accepts that:

- 5.2.1 the Supplier shall not make the whole or any part of the Initial TQ Deliverables available to Eligible Providers and/or Approved Providers for delivery to Students until IfATE Approval has been granted; and
- 5.2.2 the Supplier shall, where possible, (and in each case with the prior written consent of the Authority) share draft versions of the Initial TQ Deliverables and Guide Standard Exemplification Materials, with Eligible Providers and/or Approved Providers to support their preparations to deliver the TQ.

General development obligations

5.3 The Supplier must:

- 5.3.1 design and develop the TQ in accordance with paragraphs 2.1 and 2.2 of Part 1 of the Service Requirements and in order to meet the Milestones;
- 5.3.2 consult with:
 - (i) the Authority, the Department, ESFA and the Route Panels; and
 - (ii) a representative sample of Providers and Employers,in the design and development of the TQ (including as contemplated by paragraph 2.1.4 of the Service Requirements);
- 5.3.3 take into account any input received from T Level Panels in the design and development of the TQ, and consult as appropriate with the T Level Panels prior to the first Interim Milestone;
- 5.3.4 co-operate (as required) and work collaboratively with the Authority to achieve IfATE Approval of the TQ;
- 5.3.5 take appropriate steps to meet the requirements of Ofqual and respond to the feedback provided following the Interim Milestones in each case as necessary to achieve Accreditation of the TQ;

- 5.3.6 take into account the Technical Qualifications Explanatory Note together with any guidance as issued by the Authority from time to time in the design and development of the TQ, and provide input when reasonably requested by the Authority to support the development and updating of such Technical Qualifications Explanatory Note; and
- 5.3.7 submit to the Authority an updated Implementation Plan and Resource Plan within 5 Working Days from the Effective Date.

Development support from the Authority

- 5.4 The Supplier Authorised Representative and/or senior representatives of the Supplier's development team as appropriate will meet monthly (or more frequently if deemed necessary by the Authority) with the Authority Authorised Representative and representatives of the Authority's Technical Education Programme Team, at a time and location to be advised by the Authority, following the Effective Date until IfATE Approval of the TQ (each a "**TQ Development Meeting**") to review progress on TQ development, address key risks and identify solutions to any barriers to progress. The Authority shall issue an agenda in advance of each TQ Development Meeting. In the event that the development of the TQ is materially delayed against the Milestones and/or the dates given in the Implementation Plan, on a written request by the Authority the Supplier's Chief Executive Officer or an equivalently senior individual shall attend the next TQ Development Meeting.
- 5.5 The Supplier shall:
 - 5.5.1 not less than 5 Working Days prior to each TQ Development Meeting, submit the Development Phase Report to the Authority in respect of the relevant month, together with, without prejudice to paragraph 2.5 of Part 1 of the Service Requirements:
 - (i) updated versions (meeting all of the requirements of the relevant Product Description) of the following Products:
 - (A) the Implementation Plan;
 - (B) the Resource Plan;

- (C) the Risk Register; and
 - (D) the Issues Log; and
- (ii) as requested by the Authority from time to time, the then current versions of the following:
 - (A) the TQ Specification;
 - (B) the Assessment Strategy;
 - (C) the TQ Specimen Assessment Materials;
 - (D) the Guide Standard Exemplification Materials;
 - (E) the Provider Approval Criteria;
 - (F) the Submission Issues Log; and
 - (G) any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time,

it being understood that the Supplier will not be in breach of this clause 5.5.1 if the relevant item is still being developed and the Milestone for its completion has not been reached as at the date of the relevant TQ Development Meeting; and

5.5.2 provide a verbal summary at each such TQ Development Meeting of the progress of development of the TQ as against the Implementation Plan and Resource Plan and any identified risks to the on time delivery of the TQ and proposed resolutions.

5.6 The Authority shall provide minutes setting out an accurate summary of each such TQ Development Meeting within 5 Working Days of each such meeting.

Submission process

- 5.7 The Supplier shall, on or prior to the applicable Submission Date, make all Submissions to the Authority necessary in respect of IfATE Approval and/or Accreditation in accordance with paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements.
- 5.8 The Supplier shall ensure that all Submissions made in accordance with clause 5.7 meet all of the requirements for each Submission as set out in paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements. Unless notified otherwise by the Authority in writing, the Supplier shall continue its ongoing work in relation to the Initial TQ Deliverables following each Submission whilst such Submission is being considered by the Authority and/or Ofqual. For the avoidance of doubt, this means that the Supplier, following each Submission for each Interim Milestone, shall not await notification from the Authority in accordance with Clause 5.13 below before continuing work on the Initial TQ Deliverables required for any subsequent Milestone.
- 5.9 The Supplier shall submit to the Authority for Approval, a final version of the Guide Standard Exemplification Materials in accordance with paragraph 2.1 of Part 1 and Annex 7 to Service Requirements.
- 5.10 The Authority shall submit (and where relevant, re-submit) the relevant documentation and/or information required for Accreditation to Ofqual on the Supplier's behalf.
- 5.11 The Supplier shall respond promptly to the Authority to any requests from the Authority for further information to support any Submission and/or the IfATE Approval or Accreditation process.
- 5.12 The Supplier shall not contact Ofqual directly in relation to Accreditation of the TQ unless instructed to do so by the Authority or Ofqual.
- 5.13 In respect of each Interim Milestone, the Authority and, if relevant, Ofqual will consider each Submission made in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:
- 5.13.1 if the Authority considers that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of

Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Authority shall:

- (i) confirm in writing to the Supplier that such requirements have been met; and
- (ii) where the relevant Interim Milestone attracts an Interim Milestone Payment, pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the applicable Interim Milestone Payment; or

5.13.2 if (1) the Authority does not consider that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone and/or (2) the Supplier has outstanding issues still to be addressed / additional information still to be provided in relation to any previous Interim Milestones (including in relation to any previous Interim Milestones that do not attract an Interim Milestone Payment), the Authority may withhold payment to the Supplier of the applicable Interim Milestone Payment (if any) and shall:

- (i) notify the Supplier of the issues that need to be addressed and/or the additional information that needs to be provided (and, acting reasonably, the date by which such issues need to be addressed and/or such information needs to be provided) and whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), and the Supplier shall promptly address such issues and resubmit the relevant documentation and/or provide such additional information (a “**Re-Submission**”) to the Authority on or prior to the date notified by the Authority, following which clause 5.13.1 or this clause 5.13.2 will apply to such Re-Submission; or
- (ii) notify the Supplier:
 - (A) that notwithstanding the failure of the Submission (or Re-Submission (as the case may be)) to meet all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex

7 to the Service Requirements for the relevant Interim Milestone, the Supplier shall continue with the design and development of the TQ without having to make a Re-Submission, provided that the relevant issues are addressed by any timescales specified by the Authority and in any event no later than by the Final Approval Milestone Date; and

- (B) whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), following which the Supplier shall promptly address the issues identified / further information required, as part of its ongoing development of the TQ in accordance with the timescales specified by the Authority. If the Authority is withholding payment of any applicable Interim Milestone Payment, subject to the Supplier having addressed the issues identified in accordance with the required timescales (and in any event no later than by the Final Approval Milestone Date), clause 5.13.1(ii) will apply.

5.14 The Supplier acknowledges and agrees that owing to the meeting dates scheduled for the IfATE Approval and Accreditation processes, any delay in making the Final Submission to the Authority by the Final Approval Milestone Date may cause a delay of several weeks for IfATE Approval. Accordingly, failure by the Supplier to make the Final Submission in accordance with clause 5.7 and/or 5.8 by the Final Approval Milestone Date, other than due to a breach of this Contract by the Authority, shall be a Critical Service Failure.

5.15 In respect of the Final Approval Milestone, the Authority and Ofqual will consider the Final Submission made by the Supplier in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:

- 5.15.1 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for IfATE Approval, then the Authority shall:

- (i) confirm to the Supplier in writing that the TQ has IfATE Approval and that, subject (if applicable) to clause 7.2 (*Interaction with Providers*) and clause 13.3.1 (*What may happen if there are issues with your provision of the Services*), the Supplier is authorised to proceed to make the TQ available to Approved Providers for delivery to Students in accordance with clause 6 (*Operating the TQ*); and
 - (ii) pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the Final Milestone Payment, together with any outstanding Interim Milestone Payments;
- 5.15.2 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) does not meet the requirements for IfATE Approval, then the Authority shall notify the Supplier in writing of the issues that need to be addressed and/or the additional information that needs to be provided and the Supplier shall within 10 Working Days (or such longer timeframe as is agreed in writing by the Authority) address such issues and resubmit the relevant documentation and/or provide such additional information, following which this clause 5.14 will apply to such Final Re-Submission; or
- 5.15.3 in exceptional circumstances (and noting that the shared intent of the Parties is to ensure that the TQ achieves Accreditation and that a TQ will not receive IfATE Approval without first achieving Accreditation), the Authority may, at its sole discretion, determine that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for IfATE Approval notwithstanding the fact that Ofqual does not consider that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for Accreditation, and in such event the Authority shall notify the Supplier in writing of such determination, and following such notification:
 - (i) the Supplier is, subject to clause 7.2 (*Interaction with Providers*) and clause 13.3.1 (*What may happen if there are issues with your provision of the Services*), authorised to proceed to make the TQ

available to Approved Providers for delivery to Students in accordance with clause 6 (*Operating the TQ*);

- (ii) the Authority shall pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the Final Milestone Payment, together with any outstanding Interim Milestone Payments;
- (iii) the Supplier shall promptly apply to Ofqual to withdraw its Ofqual Recognition in respect of the TQ and the TQ shall not be regulated by Ofqual;
- (iv) the Supplier's obligation under this Contract to meet and comply with the Conditions of Recognition shall cease to apply;
- (v) the requirements on the Supplier in this Contract:
 - (A) to maintain Ofqual Recognition in respect of the TQ; and/or
 - (B) to meet the relevant requirements of Accreditation which were not met by the Final Submission or Final Re-Submission (as the case may be) pursuant to this clause 5,shall then cease to apply; and
- (vi) the provisions of clause 37.7 (*Resolving disputes*) and paragraph 1.6 of Part 1 of the Service Requirements shall be deemed to be deleted.

5.16 If the Supplier wishes to appeal any decision taken by the Authority in relation to IfATE Approval, the Supplier must comply with the Authority Procedural Review process where it applies.

5.17 The Supplier acknowledges and accepts that the Authority will share, as it deems necessary, with Ofqual, the Department, ESFA, and the Route Panel:

- 5.17.1 all Submissions (including any Final Submission) and/or Re-Submissions (including any Final Re-Submissions) submitted by the Supplier under clause 5.7 and/or clause 5.15;
- 5.17.2 any information required by the Authority pursuant to clause 5.11;
- 5.17.3 any information required by Ofqual for the Regulation of the TQ or to perform the statutory functions of Ofqual; and/or
- 5.17.4 any other information it holds in relation to the Supplier,

and the provisions of clause 18 (*What must be kept confidential*) will not prevent any disclosure or sharing of documentation and/or information by the Authority under this clause 5.17.

6 Operating the TQ

- 6.1 Following IfATE Approval and, subject to clause 5.15.3 (*Submission process*), Accreditation of the TQ, the Supplier must (subject to clause 7.2 (*Interaction with Providers*) and clause 13.3.1 (*What may happen if there are issues with your provision of the Services*)) make the TQ (including (as applicable) the Products) available to Approved Providers for delivery to Students and provide the Services (other than the Initial Development Services) in accordance with the Service Requirements.
- 6.2 The Supplier shall meet all KPIs in the delivery of the Services (other than the Initial Development Services).
- 6.3 The Supplier must comply with the current version of any Key Dates Schedule in respect of the making available of the TQ and the performance of the Services (other than the Initial Development Services).
- 6.4 The Supplier must provide materials and Student Information to the Authority in accordance with paragraphs 5, 8 and 10 of Part 1 of the Service Requirements to enable the Authority to keep a record in the event such materials and/or information is required for the transfer of Services to a Replacement Supplier.
- 6.5 The Supplier shall promptly provide to the Authority such materials relating to the TQ and Student Information as are requested in writing by the Authority to enable work by

or on behalf of the Authority and/or Ofqual to ensure the ongoing maintenance between Cohorts of the grades and standards of the TQ and the wider T Level Programme.

6.6 The Supplier shall actively promote the TQ to Eligible Providers.

7 Interaction with Providers

7.1 The Supplier shall, in accordance with the requirements set out in paragraph 3 of Part 1 of the Service Requirements, operate a procedure to receive applications for Provider Approval from Eligible Providers that wish to make the TQ available to Students, and where the relevant Provider Approval Criteria are met to grant Provider Approval and notify the Approved Providers accordingly. The Supplier acknowledges and agrees that:

7.1.1 it shall not be entitled or permitted to:

- (i) charge any additional costs, charges and/or fees arising out of or in connection with the implementation and operation of such procedure and/or the granting of Provider Approval; and/or
- (ii) impose any additional requirements (other than a Provider Contract) on any Eligible Provider and/or Approved Provider (as applicable) as a condition to and/or consequence of the grant of Provider Approval;

7.1.2 only an Eligible Provider shall be eligible to be granted Provider Approval by the Supplier in respect of the TQ; and

7.1.3 subject to clause 7.1.2 and without prejudice to paragraph 3.1.1 of Part 1 of the Service Requirements, the Supplier shall promptly grant Provider Approval to Eligible Providers who meet the Provider Approval Criteria following receipt of their application for Provider Approval.

7.2 The Supplier shall review and assess Approved Providers on an ongoing basis in accordance with paragraph 3.1.2 of Part 1 of the Service Requirements to ensure that they continue to meet the requirements for Provider Approval to make the TQ available to Students and, subject to the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1

of the Service Requirements, where an Approved Provider no longer meets the Provider Approval Criteria, the Supplier shall revoke such Provider Approval.

7.3 The Supplier shall ensure that:

7.3.1 prior to any Eligible Provider making the TQ available to Students:

- (i) the Eligible Provider is an Approved Provider;
- (ii) a binding Provider Contract is in place with the relevant Approved Provider; and

7.3.2 the Provider Services shall only be provided to an Approved Provider during the term of, and subject to the provisions of, the applicable Provider Contract.

7.4 Without prejudice to paragraph 5 of Part 1 of the Service Requirements, the Supplier shall promptly register a Student for the TQ following receipt by the Supplier of an application for registration of that Student from an Approved Provider.

7.5 The Supplier shall, on written request by the Authority, promptly provide a copy of each Provider Contract to the Authority and to the ESFA.

7.6 The Supplier shall retain copies of all documentation and information in relation to arrangements with Eligible Providers and Approved Providers, including all such documentation and/or information arising out of or in connection with:

7.6.1 the application for and/or the grant of Provider Approval referred to in clause 7.1; and

7.6.2 the ongoing monitoring of Approved Providers by the Supplier referred to in clause 7.2,

and without prejudice to the generality of the definition of IfATE Data, such documentation and information shall form part of the IfATE Data to which the provisions of clause 17 (*Data protection and information*) shall apply.

- 7.7 The Supplier shall make available the Additional Services and provide the Additional Services on request by Approved Providers in accordance with paragraphs 5, 6, and 9 of Part 1 of the Service Requirements.
- 7.8 The Supplier shall be permitted to offer and provide additional products and/or services in each case related to the TQ to Approved Providers (and Students), provided always that:
- 7.8.1 such additional products and services are not identical to, or performing an equivalent function in relation to the TQ to, the whole or any part of the Products and/or the Services (including the Additional Services) and offered and/or provided on alternative terms and/or conditions (including as to timing or quality) to those terms and conditions which would apply pursuant to this Contract to the applicable Products and/or Services;
- 7.8.2 without prejudice to clause 7.1.1(ii) and the requirements of Schedule 17 (*Provider Contract Requirements*), the Supplier shall not, other than the Provider Contract, impose any condition on any Eligible Provider (including any Approved Provider) and/or Student to purchase such additional products and/or services as a condition to and/or consequence of:
- (i) the grant of any Provider Approval; and/or
- (ii) the proper performance of any of the Services (and/or the supply of any Products); and
- 7.8.3 the Supplier shall not (in making available such products and/or services available and/or in respect of the terms on which such products and/or services are made available) favour one Provider and/or group of Providers or one Student and/or group of Students over another.
- 7.9 The Supplier shall comply with Schedule 17 (*Provider Contract Requirements*) in respect of its contracts with Approved Providers in relation to the TQ.

8 TQ Changes

- 8.1 The Supplier acknowledges and agrees that the Authority may publish revised Outline Content from time to time.

- 8.2 The Supplier must ensure that the Approved Initial TQ Deliverables reflect the version of the Outline Content as at the Effective Date ("**Initial Content Date**").
- 8.3 The Supplier must make any TQ Change reasonably requested by the Authority to reflect any changes to the Outline Content following the Initial Content Date subject to the terms of this clause 8.
- 8.4 The Authority may carry out annual reviews in each Academic Year where a new Cohort is commencing the TQ in the following Academic Year to identify any potential TQ Changes required by the Authority, including any TQ Changes arising as a result of updates to the Outline Content. The Authority may prepare and submit to the Supplier by the relevant dates prescribed by the TQ Content Updating Schedule in each such Academic Year up to two annual guidance notes setting out the output of the Authority's reviews in relation to Inclusive TQ Changes and Exclusive TQ Changes respectively. Where the Authority identifies any potential TQ Change (in an annual guidance note or otherwise), the Authority shall promptly notify the Supplier in writing of details of the potential TQ Change.
- 8.5 Without prejudice to paragraphs 2.5 and 2.6 of Part 1 of the Service Requirements which shall apply in addition to any annual review, the Supplier shall carry out an annual review of the TQ once in each Academic Year, taking into account the output of any Authority annual guidance note(s) pursuant to clause 8.4 and any additional updates the Supplier has proposed to the TQ (to the extent that such updates have not otherwise been Approved pursuant to paragraph 2.5 or 2.6 of Part 1 of the Service Requirements), to identify any potential TQ Changes required to ensure ongoing compliance of the TQ with the Service Requirements. Where the Supplier identifies any potential TQ Change, the Supplier shall promptly notify the Authority in writing of details of the potential TQ Change.
- 8.6 Where a TQ Change is an Exclusive TQ Change, the Parties shall follow the Variation procedure set out in clause 27 (*Changing this Contract*) in respect of the relevant Exclusive TQ Change. The Charges relating to such Exclusive TQ Change shall be agreed between the Parties as part of the Impact Assessment for the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Exclusive TQ Change. The relevant Charges shall:

- 8.6.1 be a reasonable cost for implementing the Exclusive TQ Change in the circumstances;
- 8.6.2 take into account and be calculated using:
 - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
 - (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Exclusive TQ Change; and
- 8.6.3 be consistent with the costs applicable to any relevant costed change scenario set out in Schedule 6 (*Pricing Schedule*) or, where no costed change scenario for the applicable TQ Change is set out in Schedule 6 (*Pricing Schedule*), be calculated on the same basis and using the same logic and inputs as those which applied to determine the costs for the costed change scenarios, as such logic and inputs may be amended only to the extent as is necessary to reflect the TQ Change in question.
- 8.7 Where the TQ Change is an Inclusive TQ Change, the Supplier shall implement such Inclusive TQ Change at the cost of the Supplier and there shall be no additional Charges or Fees as a result of such Inclusive TQ Change.
- 8.8 The Supplier shall obtain the Authority's prior written agreement before implementing any TQ Change which, in the case of an Exclusive TQ Change, shall be in the form of an executed Variation to this Contract. Following such agreement the Supplier shall, unless otherwise agreed with the Authority, implement:
 - 8.8.1 Inclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the next Academic Year following the date of such agreement; and
 - 8.8.2 Exclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the second Academic Year following the date of such agreement,

provided that in each case that the Supplier shall continue to make available the version of the TQ prior to such TQ Change as is necessary to support continuing Students who commenced their studies on such version of the TQ prior to the implementation of such TQ Change.

- 8.9 The Supplier shall consult with a representative sample of relevant Employers and take into account the output of consultation with such Employers as appropriate in relation to any TQ Change in accordance with the Service Requirements, and shall on request provide the Authority with evidence of such consultation.
- 8.10 If the Supplier makes any Inclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for agreement by the relevant date prescribed by the TQ Content Updating Schedule before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students.
- 8.11 If the Supplier makes any Exclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for IfATE Approval by the relevant date prescribed by the TQ Content Updating Schedule before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students and the provisions of clause 5.15 shall apply to such amended TQ documentation as if references to the “Final Submission” (or “Final Re-Submission” (as the case may be)) in that clause 5.15 are references to the “TQ documentation including any Products (as amended to reflect the TQ Change in question)”; reference to the “Final Approval Milestone” is a reference to the “TQ Change in question”; and references to payment refer to payment of any charges agreed in the applicable Variation.
- 8.12 Unless otherwise agreed with the Authority in writing, any agreed or approved (as the case may be) updates to the TQ must (where applicable) be made available to Approved Providers by the Supplier by the relevant date prescribed by the TQ Content Updating Schedule.

9 Record keeping, monitoring and reporting

- 9.1 Without prejudice to clause 5.5 (*Developing the TQ and achieving IfATE Approval and Accreditation*) and clause 7.6 (*Interaction with Providers*), the Supplier shall:

- 9.1.1 monitor and report (in an Operational Delivery Report) its performance of the Services (other than the Initial Development Services) in accordance with Schedule 15 (*Monitoring of Performance*) and the Parties agree that the provisions of such Schedule 15 (*Monitoring of Performance*) shall apply to determine (amongst other things) the process following (and the outcome of) such monitoring and reporting (including in relation to the carrying out of the Performance Review Meeting and the requirement for and consequences of any KPI Improvement Plan); and
 - 9.1.2 comply with the record keeping and reporting obligations set out in paragraphs 5, 8 and 10 of Part 1 of the Service Requirements.
- 9.2 The Supplier must allow, and must ensure that any Key Subcontractor allows, any Auditor access to the Supplier's or Key Subcontractor's premises and/or systems (including IT systems), as relevant, to Audit everything to do with this Contract and/or to obtain any information required in relation to any investigation by Ofqual.
- 9.3 The Supplier must provide, and must ensure that any Key Subcontractor provides, information to the Auditor and reasonable co-operation at the Auditor's request to enable any Audit to be undertaken.
- 9.4 The Supplier must create and maintain throughout the Term a full and accurate version control log recording all TQ Changes made during the Term.
- 9.5 The Supplier shall maintain and shall promptly, following a written request by the Authority, provide to the Authority, the following:
 - 9.5.1 the Supplier's detailed and up to date cost model for the provision of the Services under this Contract including a future projection for the remaining Term;
 - 9.5.2 details of the income received by the Supplier through the provision of the Services during the Term to date, including a breakdown by service and customer and a future projection for the remaining Term; and
 - 9.5.3 the Supplier's calculation of the overall level of profit it has achieved during the Term to date through the Services provided under this Contract.

10 Supplier Staff and Subcontracting

Supplier Staff

- 10.1 The Parties agree that, at the Effective Date, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 (*Staff (including Key Personnel)*) shall apply.
- 10.2 The Supplier Staff involved in the performance of this Contract must:
- 10.2.1 be appropriately trained and qualified; and
- 10.2.2 be vetted using Good Industry Practice and, in the case of Supplier Staff referred to in paragraph 4.2 of Schedule 7 (*Staff (including Key Personnel)*), in accordance with paragraph 4 of Schedule 7 (*Staff (including Key Personnel)*).
- 10.3 If any default, acts, omissions, negligence and/or statements of any of the Supplier Staff involved in the performance of this Contract result in a Default, the Supplier is liable to the Authority for that Default.
- 10.4 Where the Authority decides (on reasonable grounds) that one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must, subject to clause 10.2, promptly replace them with a suitably qualified alternative.
- 10.5 If requested by the Authority, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 30 (*Preventing fraud, bribery and corruption*).

Subcontracting

- 10.6 The Supplier shall comply with the provisions of Schedule 8 (*Supply Chain (including approved Subcontractors)*) in respect of the appointment (including any proposed appointment) and/or management of any Subcontractor (including any Key Subcontractor).

- 10.7 Sub-contracting any part of this Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract.

11 Rights and protection

- 11.1 The Supplier warrants and represents that:

- 11.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 11.1.2 this Contract is executed by its authorised representative;
- 11.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 11.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 11.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
- 11.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 11.1.7 it is not subject to an Insolvency Event; and
- 11.1.8 all statements made, and documents submitted, as part of the procurement of the Services (including in the Supplier's Response) are true and accurate.

- 11.2 The warranties and representations in clause 11.1 are repeated each time the Supplier provides the Services and/or supplies any Products under this Contract.

- 11.3 The Supplier indemnifies the Authority in full against all Losses suffered or incurred by the Authority arising out of or in connection with third party claims that result from the provision of the Services including the supply of the Products.

- 11.4 All claims indemnified under this Contract (including for the avoidance of doubt any indemnified IPR Claim) must use the process set out in clause 29 (*Dealing with claims*).

- 11.5 The Authority can, even if it has made a claim in respect of the breach, still terminate this Contract for breach of any warranty or indemnity where it is entitled to do so.
- 11.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

12 Intellectual Property Rights

Vesting, ownership and licences of rights in TQ materials

- 12.1 The Supplier agrees to deliver such materials, and to assign or licence all IPR in such materials, as it creates, identifies for use, or uses as part of or for the Operation of the TQ to which the Authority and/or a Replacement Supplier with Relevant Competence would reasonably require access:
- 12.1.1 for the Authority to carry out its activities in relation to the T Level and TQ, including the approval, oversight and maintaining the integrity of the T Level and TQ;
 - 12.1.2 for the transfer of the Operation of the TQ to a Replacement Supplier; and
 - 12.1.3 for the Replacement Supplier to Operate (including maintaining the integrity of, modifying and developing) the TQ,
- in a seamless, Transparent manner; and
- 12.1.4 to compete openly and effectively any future competition or tender for the Operation of the TQ or a Replacement TQ.
- 12.2 Without limiting the generality of clause 12.1:
- 12.2.1 the Supplier agrees to assign to the Authority all IPR in the Key Materials (including in Products) in accordance with the TQ Assignment and Licence;
 - 12.2.2 the Supplier agrees to licence the Authority, with the right to sublicense, all IPR in the Ancillary Materials, in accordance with the TQ Assignment and Licence; and

- 12.2.3 in respect of any IPR in Key Materials, to the extent that the same are not at the relevant time vested absolutely in the Authority, the Supplier agrees to license the Authority, with the right to sublicense, such IPR in Key Materials, in accordance with the TQ Assignment and Licence.
- 12.3 Except as set out above or otherwise expressly provided in this Contract:
- 12.3.1 the Authority shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Supplier or any third party; and
- 12.3.2 the Supplier shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Authority or licensed by any third party to the Authority.
- 12.4 Without prejudice to the other provisions of this Contract, the assignments and licences referred to in clause 12.2 shall be subject to the terms of the TQ Assignment and Licence (during and after the Term), including the warranties and representations set out in the TQ Assignment and Licence. The Authority and the Supplier will enter into the TQ Assignment and Licence in the form set out in Schedule 14 (*Form of Assignment and Licence*) on the Effective Date.

Rights granted to the Supplier

- 12.5 The Authority hereby grants to the Supplier a non-exclusive worldwide, royalty free licence with the right to sublicense, subject to, and in accordance with, the terms of this Contract, to use:
- 12.5.1 the Outline Content;
- 12.5.2 the IfATE Data; and
- 12.5.3 any Authority Background IPR in other materials specifically identified for use in the provision of the Services in accordance with this sub-clause,
- during the Term, solely in relation to the provision of the Services.
- 12.6 The Authority hereby grants to the Supplier, in so far as any relevant Intellectual Property Rights have been assigned to the Authority or are otherwise at the time vested

in the Authority in accordance with clause 12.2, a worldwide, royalty free licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during the Term in relation to the TQ subject to, and in accordance with, the relevant terms of this Contract.

- 12.7 Subject to clause 12.8, the licence to the Supplier under clause 12.6 shall be exclusive during the Term solely in respect of use of the Key Materials for the provision of the Services in respect of the Exclusive Cohorts.

Rights retained by the Authority for its activities related to the provision of the Services

- 12.8 The Authority will retain:

12.8.1 (for the avoidance of doubt) the non-exclusive right to use the Key Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

12.8.2 the right to use the Key Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials:

- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, where such competition or tender is for such delivery and Operation during any Transition Period and/or following expiry or termination of this Contract (ie the End Date); and
- (ii) to deliver and Operate the TQ and/or any Replacement TQ, during any Transition Period; and

12.8.3 the right to sub-license others to exercise the rights set out in this clause 12.8.

Confirmation of rights, marking and branding of Materials

- 12.9 The Supplier shall, on any copy of any materials in which copyright belongs to the Authority, prominently mark such material with a notice saying: "Copyright in this

[DOCUMENT/section of DOCUMENT] belongs to, and is used under licence from, the Institute for Apprenticeships and Technical Education [DATE]" or such other notice as the Authority may reasonably require by notice to the Supplier from time to time. Without prejudice to any rights granted to the Authority under this Contract, in the case of each Deliverable the Supplier shall deliver a certificate in the form annexed to the TQ Assignment and Licence confirming that ownership in the IPR in that Deliverable is vested in the Authority, or where it asserts that IPR in the Deliverable or certain parts of it do not vest in the Authority, identifying specifically those parts and the scope of rights it asserts the Supplier has in respect of the same.

- 12.10 The Supplier may use its name, logos, trade marks and/or other signs which refer to the Supplier on Key Materials and Ancillary Materials and other materials used in the Operation of the TQ or to promote the TQ which are of the type set out in the T Level Branding Guidelines, provided that any such use shall be strictly as set out in the T Level Branding Guidelines. Without prejudice to the last sentence, the Supplier shall, on notice from the Authority, provide representative samples of all such use, and, if the notice so requests, provide such samples a reasonable period in advance of any proposed such use together with a period (not being less than 7 Working Days) for comment. The Authority may notify the Supplier within such period of any comments, including any requirements it has in respect of such use, and, the Supplier shall take reasonable account of any such comments and comply with any reasonable requirements of the Authority so notified.
- 12.11 The Supplier shall not use its name, logos, trade marks and/or other signs which refer to the Supplier, in a trade mark manner or as any designation of origin, on any material referred to in clause 12.10 or otherwise in connection with its Operation of T Levels or T Level technical education qualifications (including the TQ), except as provided in clause 12.10 or otherwise with the specific Approval of the Authority; and in any event any use of its name, logos, trade marks and/or other signs which refer to the Supplier in connection with the T Level or T Level technical education qualifications (including the TQ) shall not be such as to make, suggest or imply any connection between the Authority or any T Levels or any T Level technical education qualifications and the Supplier, or endorsement by the Authority or the Department, other than as arises under this Contract or any other contract for the supply of T Level technical education qualifications.

12.12 The Supplier shall:

- 12.12.1 apply to all Key Materials and Ancillary Materials provided to any third party, the Authority's name and logo in such manner as is reasonably prescribed from time to time in writing by the Authority; and
- 12.12.2 use in respect of the TQ, including, unless otherwise agreed with the Authority, on all Key Materials and Ancillary Materials, such descriptive name (for example in the form: "[technical qualification] in Construction") as is determined by the Authority or proposed by the Supplier and agreed by the Authority,

provided that such use shall at all times be in strict accordance with the other provisions of this Contract, the T Level Trade Mark Licence, and any style guides or other instructions issued from time to time by the Authority.

Supplier's operation of other qualifications

12.13 The Supplier shall not, within or outside England, offer or promote any qualification other than the TQ as:

- 12.13.1 being the TQ (or any other technical qualification forming part of a T Level) or T Level (or part of a T Level);
- 12.13.2 being identical in terms of content and assessment requirements to the TQ (or any other technical qualification forming part of a T Level) or T Level and/or including identical components to the TQ (or any other technical qualification forming part of a T Level) or T Level; or
- 12.13.3 demonstrating the same level of occupational competence as the TQ (or any other technical qualification forming part of a T Level) or T Level,

provided always that nothing in this Contract shall prevent the Supplier from offering or promoting the technical qualification element of a T Level under a separate contract with the Authority in connection with the making available of that technical qualification.

12.14 The Supplier may only re-use the whole of the TQ in an un-amended or materially un-amended form, other than as part of the Services during the Term, as follows:

- 12.14.1 in the Operation of qualifications for any of the Devolved Administrations, with the specific Approval of the Authority;
- 12.14.2 in the Operation of qualifications in England intended for and only marketed to students who are not in the category known as “16 to 19 year old”, with the specific Approval of the Authority; and
- 12.14.3 in the Operation of qualifications outside the UK, save in any jurisdictions the Authority excludes by notice to the Supplier,

provided in each case that the name “T Level” is not used in the qualification or any marketing or promotion of the qualification, and that it is at all times clear and made clear to students and other third parties that the qualification does not form and cannot be used as any part of a T Level.

- 12.15 Subject to clauses 12.13 and 12.14, nothing in this Contract or the TQ Assignment and Licence shall restrict or prevent the Supplier from continuing to offer and update its existing qualifications (including technical qualifications), from offering new technical qualifications, or from using elements of the Key Materials in the operation of qualifications other than the TQ.

Dealing with intellectual property claims

- 12.16 If there is an IPR Claim, the Supplier indemnifies the Authority against all Losses suffered or incurred by the Authority as a result.
- 12.17 Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer in writing assigning the IPR to the other Party on request and at its own cost.
- 12.18 Clause 12.16 shall not apply to the extent that the IPR Claim is caused by the Authority’s use of the relevant IPR in breach of the terms of this Contract.
- 12.19 In the event that any Third Party IPR is included in the Key Materials, Ancillary Materials, or other Deliverables under this Contract, the Supplier shall ensure that it has or acquires sufficient rights to any such Third Party IPR to enable it to enter into any applicable assignments and to grant any applicable licences under this Contract.

Portability of the TQ

- 12.20 The Supplier shall, where possible, ensure that its design and development of the TQ enables the transfer of the materials described in clause 12.1 to a Future Supplier without requiring use by such Future Supplier of any underlying proprietary system or platform which does not form part of the Key Materials or Ancillary Materials.

13 What may happen if there are issues with your provision of the Services

- 13.1 The Supplier must notify the Authority promptly in writing if:
- 13.1.1 it becomes aware of any problem or complaint from any individual or organisation in relation to the making available and/or operation of the TQ;
 - 13.1.2 it makes any changes to its management, governance, organisational and/or operational structure or capacity from that which is set out in the Supplier's Tender which shall or may be material to the provision of the Services;
 - 13.1.3 it undergoes or proposes to undergo (or, without prejudice to clause 14.7 (*When Sub-Contracts can be ended*)) becomes aware that a Subcontractor has undergone or proposes to undergo) a change of Control;
 - 13.1.4 there is a material adverse change in the financial circumstances of the Supplier, the Supplier becomes aware of a material adverse change in the financial circumstances of any of the Key Subcontractors, or the Supplier has (or anticipates that it may have) insufficient funding to adequately resource its obligations under this Contract;
 - 13.1.5 it becomes aware of any circumstances relating to the Supplier or any Subcontractor which shall or may bring into disrepute and/or diminish the trust that the public places in the Authority, the Department or the ESFA and/or the T Levels Programme (including any Conflict of Interest (as contemplated by clause 35 (*Conflict of interest*)) and/or any child protection and/or data handling issues and/or incidents);
 - 13.1.6 it becomes aware of any issue which shall or may have an adverse impact on Students studying for the TQ;

- 13.1.7 it is required, pursuant to the Conditions of Recognition, to notify Ofqual of any event that has occurred (or is likely to occur) which it has cause to believe could have an “Adverse Effect” (as defined in the Conditions of Recognition);
 - 13.1.8 any of the circumstances in clause 14.7 (*Ending or extending this Contract*) occur; or
 - 13.1.9 a Critical Service Failure occurs.
- 13.2 If:
- 13.2.1 the Supplier has failed to make the Submission for the relevant Interim Milestone on or prior to the Submission Date for that relevant Interim Milestone;
 - 13.2.2 the Authority reasonably believes that:
 - (i) the Supplier is not likely to achieve IfATE Approval by the Final Approval Milestone Date;
 - (ii) the Authority is likely to need to withdraw IfATE Approval;
 - (iii) Ofqual is likely to need to withdraw Ofqual Recognition;
 - 13.2.3 the Authority has obtained information giving rise to reasonable concerns about the ability of the Supplier to deliver the Services and the Authority has provided such information to the Supplier and given the Supplier a reasonable opportunity (in the circumstances) to respond to such information and any such response fails to address such concerns to the satisfaction of the Authority;
 - 13.2.4 the Supplier fails, in the opinion of Ofqual, to comply with any Condition of Recognition;
 - 13.2.5 the Supplier is under investigation and/or subject to regulatory enforcement by Ofqual or has had any direction issued by Ofqual in respect of it;

- 13.2.6 the Supplier fails to comply with and/or implement (as the case may be) the whole or any part of the Implementation Plan in any material respect;
- 13.2.7 the Supplier fails to deliver the Services in accordance with the Resource Plan in any material respect;
- 13.2.8 the circumstances referred to in paragraph 2.3.2 of Schedule 15 (*Monitoring of Performance*) occur;
- 13.2.9 a Supplier Termination Event has occurred; and/or
- 13.2.10 any act or omission of the Supplier in relation to the TQ in breach of this Contract occurs which shall or may have a material adverse impact on Students and/or the TQ including any such act or omission which:
 - (i) gives rise to prejudice to Students or potential Students; or
 - (ii) adversely affects:
 - (A) the ability of the Supplier to undertake the development, delivery or award of the TQ in accordance with its Conditions of Recognition;
 - (B) the standards of the TQ which the Supplier makes available or proposes to make available; or
 - (C) public confidence in the TQ,

the Authority may issue written notification of Designated Action to the Supplier, following which the Supplier shall comply with the Designated Action in accordance with any timeframe stated in such notification. In the event that, for any reason, the Supplier is unable to comply with the Designated Action notification, the Supplier shall promptly notify the Authority and shall explain the reason why it is unable to so comply.

- 13.3 In the event of a Critical Service Failure, in addition to the rights of the Authority under clause 13.2 (*What may happen if there are issues with your provision of the Services*) and 14.3 (*Ending or extending this Contract*), the Authority may by serving written notice on the Supplier:

- 13.3.1 suspend and/or restrict any elements (in full or part) of the Services for the remainder of the Term, including a permanent prohibition or restriction on the Supplier from providing the Services (including making the TQ and/or any Products available to Approved Providers):
- (i) to Cohorts (including any Exclusive Cohort) in respect of which Students are already registered for the TQ; and/or
 - (ii) in respect of any further Cohorts (including any Exclusive Cohort);
- 13.3.2 reduce the Term by one or more periods of 12 months as specified in such notice and accordingly remove one or more Cohorts from the Exclusive Cohorts; and/or
- 13.3.3 require the Supplier to comply with specified performance improvement conditions in relation to the Services, failing which the Term will reduce by one or more periods of 12 months as specified in such notice and the final Cohort will then be removed from the Exclusive Cohorts.
- 13.4 Nothing in this Contract (and no action by the Authority) shall be construed so as to limit or restrict the ability of Ofqual to take action under its statutory powers and in the event of any Dispute arising out of or in connection with Ofqual Recognition and/or any Condition of Recognition the provisions of clause 37.7 (*Resolving disputes*) will apply.
- 13.5 The Supplier shall provide (and shall procure that its Subcontractors provide) all information and cooperation as is required by the Authority to enable the Authority to investigate any alleged breach by the Supplier of its obligations under this Contract.
- 13.6 The Authority may withdraw IfATE Approval by notice in writing to the Supplier in circumstances where the requirements for IfATE Approval are no longer met by the Supplier. The Authority shall notify the Supplier in advance in writing of its proposal to withdraw IfATE Approval and shall provide a reasonable opportunity for the Supplier to make representations in relation to such proposal, and the Authority shall take such representations into account in determining whether to proceed to withdraw IfATE Approval.

14 Ending or extending this Contract

- 14.1 This Contract ends on the End Date.

Extending this Contract

- 14.2 The Authority can extend this Contract for the Extension Period by giving the Supplier written notice prior to the start of the Academic Year in which the final Exclusive Cohort commences the TQ.

When the Authority can end this Contract

- 14.3 If a Supplier Termination Event occurs, the Authority has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier, unless the Supplier Termination Event occurs as a result of a breach of this Contract by the Authority, but only insofar as the Authority's breach is not itself caused by a breach by the Supplier of the Supplier's obligations under this Contract.

What happens if this Contract ends

- 14.4 Where the Authority terminates this Contract, all of the following apply:
- 14.4.1 the Supplier shall apply to Ofqual, in accordance with the instructions of the Authority, for its Ofqual Recognition in respect of the TQ to be withdrawn;
 - 14.4.2 the accumulated rights of the Authority are not affected;
 - 14.4.3 the Authority grants to the Supplier a non-exclusive worldwide, royalty free irrevocable licence to use the IfATE Data solely to the extent that such IfATE Data consists of: (i) information relating to the identities of Providers and persons engaged by them, which it shall be entitled to use for any purpose; and (ii) Student Related Data provided that no individual Student can be identified from such Student Related Data, which it shall be entitled to use for research purposes in order to develop or improve upon any Supplier qualification (including material prepared, and training provided, in support of such qualification);
 - 14.4.4 the Supplier must promptly return (or, where required by the Authority, delete) the IfATE Data except where required to retain copies by Law, the

Conditions of Recognition, or for the purposes of exercising its rights under the licence granted under clause 14.4.3;

- 14.4.5 the Supplier must promptly return any of the Authority's property provided to it under this Contract;
- 14.4.6 the Supplier must at no cost to the Authority reasonably co-operate in the re-procurement and/or handover of the Services (including to a Replacement Supplier);
- 14.4.7 the Supplier must comply with the relevant provisions of Schedule 12 (*Exit Management*); and
- 14.4.8 this clause 14.4 and the following clauses survive the termination of this Contract: clauses 9, 11.3, 12, 15, 17, 18, 19, 21, 37 and 38 and any clauses and/or Schedules which are expressly or by implication intended to continue.

When the Supplier can end this Contract

- 14.5 The Supplier can terminate this Contract by issuing a Termination Notice if the Authority fails to pay any Charges which have fallen due under this Contract and which are directly payable by the Authority within 30 days of the date of a Reminder Notice issued by the Supplier in respect of such sum.
- 14.6 If the Supplier terminates this Contract under clause 14.5:
 - 14.6.1 the Authority must promptly pay all outstanding Charges referred to in clause 14.5 to the Supplier; and
 - 14.6.2 clauses 14.4.1 to 14.4.8 shall apply.

When Sub-Contracts can be ended

- 14.7 At the Authority's request, the Supplier must terminate (or procure the termination of (as the case may be)) any Sub-Contracts in any of the following events:

- 14.7.1 there is a change of Control of the relevant Subcontractor which is not pre-approved in writing by the Authority and which the Authority believes shall or may have an adverse impact on the Services;
- 14.7.2 the acts or omissions of the relevant Subcontractor have caused or materially contributed to a right of the Authority to terminate this Contract;
- 14.7.3 a Supplier Termination Event is caused or contributed to by the relevant Subcontractor or where any analogous events referred to in limbs (b), (d), (e), (f), (g), (h), (j) or (l) of the definition of Supplier Termination Event occurs in respect of the Subcontractor; or
- 14.7.4 the relevant Subcontractor sub-contracts any of its obligations in relation to the Services in breach of the requirements of this Contract.

15 How much each Party can be held responsible for

- 15.1 Subject to the following provisions of this clause 15, each Party's total aggregate liability under this Contract (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1,000,000.
- 15.2 No Party is liable to the other for:
 - 15.2.1 any indirect, special or consequential Loss; or
 - 15.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect), provided always that, subject to clause 15.1, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority, the Department and/or the ESFA, to the extent that they arise as a result of a Default by the Supplier:
 - (i) any additional operational and/or administrative costs and expenses, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (ii) any wasted expenditure or charges;

- (iii) the additional cost of procuring Replacement Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
- (iv) any compensation or interest paid to a third party by the Authority; and
- (v) any fine or penalty pursuant to Law and any costs in defending any proceedings which result in such fine or penalty.

15.3 The Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for purpose of any data information and/or documentation disclosed by or on behalf of the Authority prior to or after the Effective Date and neither the Authority nor any of its employees or agents shall be liable (howsoever arising) for any inaccuracy, omission, unfitness for purpose or inadequacy of any kind whatsoever in any such data information and/or documentation.

15.4 Nothing in this Contract shall operate to exclude or limit the liability of either Party in relation to the following:

15.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

15.4.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or

15.4.3 any liability that cannot be excluded or limited by Law.

15.5 Each Party must use its reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including where any such Losses are covered by an indemnity.

15.6 When calculating the Supplier's liability under clause 15.1, Losses covered by Required Insurances will not be taken into consideration.

16 Insurance

- 16.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, the Supplier shall take out and maintain at its own cost, or procure the taking out and maintenance of, the Required Insurances. The Supplier shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.
- 16.2 The Required Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 16.3 The Required Insurances shall be taken out and maintained with insurers who are: (a) of good financial standing; (b) appropriately regulated; and (c) of good repute in the international insurance market.
- 16.4 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- 16.5 Where the Supplier has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Required Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- 16.6 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this clause 16. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.
- 16.7 The Supplier shall ensure that the public and products liability policy forming part of the Required Insurances shall contain an indemnity to principals clause under which

the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

17 Data protection and information

- 17.1 Each Party shall comply with the Data Protection Legislation.
- 17.2 The Supplier must ensure that Personal Data is Processed in accordance with Schedule 9 (*Data Handling and Security Management*).
- 17.3 The Supplier must not remove any ownership or security notices in or relating to the IfATE Data.
- 17.4 The Supplier must make accessible back-ups of all IfATE Data, stored in an agreed off-site location. The Supplier must send the Authority copies every six Months of the Ancillary Materials and the Key Materials (in each case to the extent that these have not already been provided to the Authority), and any further information falling within the definition of IfATE Data as may be requested by the Authority in writing from time to time.
- 17.5 The Supplier must ensure that any Supplier system holding any IfATE Data, including back-up data, is a secure system that complies with the Security Policy and the relevant provisions of Schedule 9 (*Data Handling and Security Management*).
- 17.6 If at any time the Supplier suspects or has reason to believe that the IfATE Data provided or generated under this Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 17.7 If the IfATE Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
 - 17.7.1 tell the Supplier to restore or get restored IfATE Data as soon as practical but no later than 5 Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 17.7.2 restore the IfATE Data itself or using a third party.

- 17.8 The Supplier must pay each Party's reasonable costs of complying with clause 17.7 unless the Authority is at fault.
- 17.9 The Supplier:
- 17.9.1 must provide the Authority with all IfATE Data in an agreed open format within 10 Working Days of a written request;
 - 17.9.2 must have documented processes to guarantee prompt availability of IfATE Data if the Supplier stops trading;
 - 17.9.3 must securely destroy all Storage Media that has held IfATE Data at the end of life of that media using Good Industry Practice;
 - 17.9.4 must securely erase all IfATE Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
 - 17.9.5 indemnifies the Authority against any and all Losses suffered or incurred by the Authority if the Supplier breaches this clause 17 and/or any Data Protection Legislation.

18 What must be kept confidential

Confidential Information

- 18.1 Each Party must, subject to the following provisions of this clause 18;
- 18.1.1 keep all Confidential Information it receives confidential and secure;
 - 18.1.2 not disclose, use or exploit the Confidential Information disclosed by the Disclosing Party without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
 - 18.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

- 18.2 Notwithstanding clause 18.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 18.2.1 where disclosure is required by applicable Law or by a court with the required jurisdiction, if the Recipient Party (to the extent that it is permitted to do so by such applicable Law or by such court) notifies the Disclosing Party in advance of disclosure of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 18.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed to it by the Disclosing Party;
 - 18.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 18.2.4 if the information was in the public domain at the time of the disclosure;
 - 18.2.5 if the information was independently developed without access to the Confidential Information of the Disclosing Party;
 - 18.2.6 to its auditors or for the purposes of regulatory requirements;
 - 18.2.7 on a confidential basis, to its professional advisers on a need-to-know basis;
 - 18.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010; and/or
 - 18.2.9 where disclosure is permitted in accordance with Schedule 4 (*Co-operation*).
- 18.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier must ensure that the Supplier Staff enter into a direct confidentiality agreement with the Authority at the Authority's request.

- 18.4 The Authority may disclose Confidential Information in any of the following cases:
- 18.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - 18.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
 - 18.4.3 where permitted by the Technical and Further Education Act 2017, (including to the ESFA or Ofqual and as contemplated by clause 5.17 (*Developing the TQ and achieving IfATE Approval and Accreditation*));
 - 18.4.4 if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 18.4.5 where requested by Parliament;
 - 18.4.6 under clauses 4.10 (*Pricing and payments*) and 19 (*When information can be shared*); or
 - 18.4.7 save for Exit Information, where the information was generated as part of the provision of the Services.
- 18.5 For the purposes of clauses 18.2 to 18.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 18.

Student Related Data

- 18.6 The Supplier must:
- 18.6.1 keep all Student Related Data confidential and secure;
 - 18.6.2 immediately notify the Authority if it suspects unauthorised access, copying, use or disclosure of the Student Related Data.

- 18.7 The Supplier shall not store, copy, disclose, or use the Student Related Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

Transparency Information and other disclosures

- 18.8 Transparency Information and any information which is exempt from disclosure by clause 19 (*When information can be shared*) is not Confidential Information.
- 18.9 The Supplier must not make any press announcement or publicise this Contract or the output of the Services (including the Student Related Data) without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

19 When information can be shared

- 19.1 The Supplier acknowledges that:

19.1.1 the Transparency Reports; and

19.1.2 the content of this Contract, including any changes to this Contract agreed during the Term, except for (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and (ii) Commercially Sensitive Information,

(together the “**Transparency Information**”) is not Confidential Information.

- 19.2 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

- 19.3 Within the timescales required by the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can:

19.3.1 publish the Transparency Information; and

19.3.2 comply with any Request for Information.

- 19.4 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose information (including Confidential Information and Commercially

Sensitive Information) without consulting or obtaining consent from the Supplier. However, to the extent that it is permitted to do so (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), the Authority shall, in relation to any Request for Information relating to Confidential Information or Commercially Sensitive Information of the Supplier:

19.4.1 notify the Supplier of such Request for Information as soon as is reasonably practicable; and

19.4.2 allow the Supplier to make representations in relation to any exemptions the Supplier considers may apply to the disclosure of its information under the Request for Information and take such representations into account when making its decision of what it will disclose.

19.5 Notwithstanding any other provision in this Contract, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

20 Invalid parts of this Contract

If any part of this Contract is held to be void or otherwise unenforceable by any court of competent jurisdiction, such part shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

21 No other terms apply

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

22 Other people's rights in this Contract

- 22.1 The Department may enforce any of the Authority's rights under this Contract in relation to which the Department is to benefit. The Department's consent is not required to amend this Contract.
- 22.2 Save as provided in clause 22.1 or expressly stated in this Contract, no third parties shall be entitled to enforce any term of this Contract.

23 Circumstances beyond either Party's control

- 23.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
- 23.1.1 provides a Force Majeure Notice to the other Party; and
 - 23.1.2 uses all reasonable measures to reduce the impact of the Force Majeure Event.
- 23.2 The Authority can terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 23.3 Where the Authority terminates under clause 23.2:
- 23.3.1 each Party must cover its own Losses; and
 - 23.3.2 subject to clause 23.3.1, clause 14.4 applies.
- 23.4 Neither Party can rely on clause 23.1 where the inability to perform its obligations arises, directly or indirectly, due to the exit from the European Union by the United Kingdom.
- 23.5 The Supplier may not rely on clause 23.1 to the extent that the inability to perform its obligations arises directly or indirectly out of a failure by the Supplier to comply with its Business Continuity Plan.

24 Relationships created by this Contract

- 24.1 This Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent itself accordingly and ensure the Supplier Staff do so.

25 Giving up contract rights

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

26 Transferring responsibilities

- 26.1 The Supplier must not assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract without Approval.
- 26.2 The Authority can assign, novate or transfer this Contract or any part of it to any Crown Body, public sector body or private sector body which performs the functions of the Authority.
- 26.3 The Supplier must enter into a novation agreement in the form that the Authority specifies where the Authority wishes to exercise its rights under clause 26.2.
- 26.4 The Supplier can terminate this Contract novated under clause 26.2 to a private sector body where an Insolvency Event occurs in respect of that private sector body.
- 26.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

27 Changing this Contract

- 27.1 If any change is required which is an Inclusive TQ Change, clause 8 (*TQ Changes*) shall apply in relation to such change, and this clause 27 shall not apply to any Inclusive TQ Change.
- 27.2 Either Party can request a Variation to this Contract, including the addition or removal of one or more Occupational Specialist Components.
- 27.3 The Supplier cannot unreasonably withhold or delay their consent to a Variation to this Contract.
- 27.4 The Supplier must provide an Impact Assessment either:
- 27.4.1 with the Variation Form, where the Supplier requests the Variation; or

- 27.4.2 within the time limits included in a Variation Form where the Authority requests the Variation.
- 27.5 If the Variation cannot be agreed or resolved by the Parties, the Authority can either:
- 27.5.1 agree that this Contract continues without the Variation; or
- 27.5.2 treat such failure as a Dispute which shall be addressed through the Dispute Resolution Procedure.
- 27.6 A Variation of this Contract is only effective if agreed in writing and signed by both Parties.
- 27.7 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges and/or the Fees in respect of that change.
- 27.8 If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Supplier must give the Authority notice of the likely effects of the Specific Change in Law as soon as reasonably practical. The Supplier must also say if it thinks any Variation is needed either to the Services, the Products and/or this Contract and provide evidence:
- 27.8.1 that the Supplier has kept costs as low as possible and/or maximised any cost savings (as the case may be) including any Subcontractor costs; and
- 27.8.2 of how it has affected or will affect the Supplier's costs and/or those of any Subcontractor.
- 27.9 Any Variation because of a Specific Change in Law must be implemented using clauses 27.1 to 27.6.
- 27.10 If another awarding organisation has a contract with the Authority for the provision of services similar to the Services to deliver a different technical qualification as part of the T Levels Programme and that other awarding organisation suffers a Supplier Termination Event following which its contract with the Authority is terminated or the relevant contract is otherwise lawfully terminated, the Supplier agrees that the Authority shall have the option to request that the Supplier takes over the delivery of

that different technical qualification and any related services as a Variation, which will be implemented using clauses 27.1 to 27.6. The Charges and Fees relating to such a Variation shall be agreed between the Parties as part of the Impact Assessment for the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Variation. The relevant Charges and Fees shall:

- 27.10.1 be a reasonable cost for implementing the Variation in the circumstances;
- 27.10.2 take into account the charges and fees that the other awarding organisation was charging in relation to that different technical qualification prior to suffering the Supplier Termination Event; and
- 27.10.3 take into account and be calculated using:
 - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
 - (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Variation; and
 - (iii) the same basis and the same logic used by the Supplier to determine the relevant costs, Charges and Fees for the Services.

28 How to communicate about this Contract

- 28.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. Unless expressly stated in this Contract or otherwise communicated in writing by the Authority, an email is not effective notice unless also sent by post or delivered by hand on the same day. For the avoidance of doubt, this clause 28.1 does not apply to a Variation, which must be implemented in accordance with clauses 27.2 to 27.6.
- 28.2 Subject to clause 28.1, notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Head of Commercial Delivery Management [REDACTED] and the Head of Legal [REDACTED] at the Authority.

28.3 Subject to clause 28.1, notices to the Supplier must be sent to the Supplier Authorised Representative's address and email address; Executive Director Operations and Programmes, [REDACTED]

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

29 Dealing with claims

29.1 If a Beneficiary is notified of or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.

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

29.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

29.2.2 give the Indemnifier reasonable assistance with the Claim if requested.

29.3 The Beneficiary must not make admissions about the Claim or enter into any agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

29.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation (or, in the case of the Authority as a Beneficiary, the reputation of the Authority, the Department and/or the ESFA or the wider T Levels Programme).

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

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

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

29.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

29.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

30 Preventing fraud, bribery and corruption

30.1 The Supplier must not during the Term:

30.1.1 commit a Prohibited Act or any other criminal offence in regulations 38(8), 38(9) and/or 38(10) of the Regulations; and/or

30.1.2 do or allow anything which would cause the Authority, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

30.2 The Supplier must during the Term:

30.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

30.2.2 keep full records to show it has complied with its obligations under this clause 30 and give copies to the Authority on request; and

30.2.3 if required by the Authority, within 20 Working Days of the Effective Date, and then annually, certify in writing to the Authority, that it has complied with this clause 30, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

- 30.3 The Supplier must immediately notify the Authority if it becomes aware of any breach of clauses 30.1 or 30.2, or has any reason to think that it, or any of the Supplier Staff, has either:
- 30.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 30.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Crown Body;
 - 30.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; or
 - 30.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 30.4 If the Supplier notifies the Authority as required by clause 30.3, the Supplier must respond promptly to the Authority's further enquiries, co-operate with any investigation and allow the Audit of any relevant books, records and documentation.
- 30.5 In any notice the Supplier gives under clause 30.4 it must specify the:
- 30.5.1 Prohibited Act;
 - 30.5.2 identity of the party who it thinks has committed the Prohibited Act; and
 - 30.5.3 action it has decided to take.

31 Equality, diversity, human rights and anti-slavery

- 31.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
- 31.1.1 protection against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 31.1.2 any other requirements and instructions which the Authority reasonably imposes related to equality Law.

- 31.2 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 31.3 The Supplier must use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains and must notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.
- 31.4 The Supplier must at all times conduct its business in a manner that is consistent with any anti-slavery policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this clause 31.4 and/or as may be requested or otherwise required by the Authority in accordance with any Authority anti-slavery policy.

32 Health and safety

- 32.1 The Supplier must perform its obligations meeting the requirements of:
- 32.1.1 all applicable Law regarding health and safety;
 - 32.1.2 the Authority's current health and safety policy, as provided to the Supplier, to the extent that Supplier Staff are located at any Authority premises in the course of performing the Services under this Contract.

33 Environment

- 33.1 The Supplier must ensure that Supplier Staff are aware of and comply with the Environmental Policy.

34 Tax

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

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

34.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

34.2.2 indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Services by the Supplier or any Supplier Staff.

35 Conflict of interest

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

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

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

36 Reporting a breach of this Contract

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

36.1.1 Law; or

36.1.2 clauses 30 to 35 (inclusive).

36.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in clause 36.1 to the Authority or a Prescribed Person.

37 Resolving disputes

- 37.1 If there is a Dispute, it shall be promptly escalated in accordance with any escalation process set out in the Supplier's Response. If the Dispute remains unresolved by such process, nominated senior representatives of each Party who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 37.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 37.3 to 37.5.
- 37.3 Unless the Authority refers the Dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 37.3.1 determine the Dispute; and/or
- 37.3.2 grant interim remedies, or any other provisional or protective relief.
- 37.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 37.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.
- 37.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

37.7 Subject to clause 5.15.3(vi) (*Developing the TQ and achieving IfATE Approval and Accreditation*), to the extent that a Dispute relates to whether or not the Supplier has complied with a Condition of Recognition and/or requirement of Ofqual Recognition, the Parties agree that they shall request that Ofqual shall make the final decision as to whether the requirements of that Condition of Recognition and/or Ofqual Recognition have been met and any such decision by Ofqual shall be binding on both Parties.

38 Which law applies

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

Signed by

CITY AND GUILDS OF LONDON INSTITUTE

Chief Executive officer



Signature:



Signed by

THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

Chief Executive Officer:



Signature:



Schedule 1

Definitions and Interpretation

1 Interpretation

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions and Interpretation*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
 - 1.3.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.6 any reference to this Contract or to any other document shall include any variation, amendment or supplement to such document;
 - 1.3.7 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be

construed as if they were immediately followed by the words “**without limitation**”;

- 1.3.8 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.9 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses of and schedules to the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.10 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.3.11 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

2 Definitions

- 2.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“**Academic Year**” means 1 August to 31 July in the following calendar year;

“**Accredited**” means accredited under section 139 of the Apprenticeships, Skills, Children and Learning Act 2009 through the Ofqual accreditation process applicable to a qualification in order for that qualification to become Regulated and “**Accreditation**” shall be construed accordingly;

“**Additional Service**” means each additional service listed in Schedule 6 (*Pricing Schedule*) and detailed in Annex 10 to the Service Requirements;

“**Affected Party**” means the party seeking to claim relief in respect of a Force Majeure Event;

“Affiliates” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“Ancillary Materials” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for use for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) data on Student credits;
- (f) data on Student appeals;
- (g) data on special considerations for Students;
- (h) the Assessment Strategy;
- (i) Student registrations;
- (j) draft materials in preparation for forthcoming assessments;
- (k) the Key Dates Schedule (in respect of forthcoming assessments);
- (l) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ; and
- (m) materials from completed assessments, such as completed Students' examination answer booklets;

“Approval” means the prior written consent of the Authority and **“Approve”** and **“Approved”** shall be construed accordingly;

“Approved Assessment Strategy” shall have the meaning given in Schedule 2 (*Service Requirements*);

“Approved Initial TQ Deliverables” means the Initial TQ Deliverables approved by the Authority in accordance with clause 5.15 (*Developing the TQ and achieving IfATE Approval and Accreditation*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be) as such deliverables are reviewed and updated in accordance with this Contract;

“Approved Provider” means an Eligible Provider that has been granted Provider Approval in accordance with clause 7.1 (*Interaction with Providers*) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 (*Interaction with Providers*);

“Approved Provider’s Quality Assurance Process” means the quality assurance process referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Approved TQ Specification” means the TQ Specification approved by the Authority in accordance with clause 5.15 (*Developing the TQ and achieving IfATE Approval and Accreditation*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be);

“Assessment Strategy” means the assessment strategy referred to in, and meeting the requirements of, the Product Description for the Assessment Strategy, which unless otherwise agreed in writing with the Authority must be consistent with the relevant details forming part of the Supplier’s Response;

“Assessors” means any assessor appointed by the Supplier to assess performance by Students in respect of the TQ Live Assessment Materials;

“Audit” means the Authority's right to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Authority (including proposed or actual variations to them in accordance with this Contract);

- (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services (including the supply of the Products);
- (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (d) identify or investigate actual or suspected breach of clauses 30 to 34, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) verify the Supplier's compliance with Schedule 9 (*Data Handling and Security Management*);
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, or any Subcontractors and/or its or their ability to provide the Services including to supply the Products;
- (g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (k) verify the accuracy and completeness of any Management Information delivered or required by this Contract; and/or

- (l) obtain such information as is necessary to undertake a review and/or assessment of the performance of the whole or any part of the T Levels Programme;

“Auditor” means any, or any combination, of:

- (a) the Authority's internal and external auditors;
- (b) the Authority's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, its staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Authority Authorised Representative” means the person referred to in Schedule 20 as such or the representative appointed by the Authority from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Supplier;

“Authority Procedural Review” means the Authority's procedural review process as published on the Authority's web site from time to time;

“Awarding Organisation” means a body recognised by Ofqual as a provider of certain qualifications;

“Background IPR” means any IPR owned by a party prior to the Effective Date or created or developed by a party independently of this Contract, but does not include IPR in Key Materials;

“Beneficiary” means a Party having (or claiming to have) the benefit of an indemnity under this Contract;

“Breach of Security” means the occurrence of:

- (a) any unauthorised access to or use of the Services and/or the Products, the sites from which the Services are delivered (and/or where the Products are developed and/or stored) and/or any information and communication technology, information or data (including the Confidential Information and the IfATE Data) used by the Authority and/or the Supplier in connection with this Contract; and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the IfATE Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract,

in either case as may be more particularly set out in the Security Policy;

“Business Continuity Plan” means the business continuity and disaster recovery plan relating to this Contract, as set out in Schedule 10 (*Business Continuity*);

“Cabinet Office Statement” means the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;

“Change in Law” means any change in Law which impacts on the provision of the Services (including the supply of the Products) and/or the performance of this Contract which comes into force after the Effective Date;

“Charges” means:

- (a) the Development Charge payable to the Supplier by the Authority in accordance with clause 4.1.1 (*Pricing and payments*);
- (b) in respect of any Exclusive TQ Change, the amount (exclusive of any applicable VAT) agreed or determined in respect of such Exclusive TQ Change in accordance with clause 8.6 (*TQ Changes*); and
- (c) in respect of any other Variation, the amount agreed pursuant to clause 27 (*Changing this Contract*) in respect of such Variation.

“Claim” means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

“Cohort” means a group of Students who are registered by an Approved Provider with the Supplier to commence the TQ in the relevant Academic Year;

“Commercially Sensitive Information” means the Confidential Information listed in Schedule 18 (*Commercially Sensitive Information*) comprising of commercially sensitive information relating to the Supplier, its IPR or its business which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

“Comparable Supply” means the supply of services to the Authority or another customer or client of the Supplier that are the same as or similar to the Services (including the supply of products that are the same as or similar to the Products) including services relating to qualifications in England outside the T Levels Programme;

“Conditions of Recognition” means the conditions of Ofqual Recognition imposed on the Supplier by Ofqual including any general level conditions, qualification level conditions, subject level conditions and special conditions;

“Confidential Information” means, subject to clause 18.8 (*What must be kept confidential*), any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **“confidential”**) or which ought reasonably to be considered to be confidential. Confidential Information shall not include Student Related Data;

“Conflict of Interest” means a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under this Contract, in the reasonable opinion of the Authority. This includes where:

- (a) the Supplier’s interests in any activity undertaken by the Supplier, on its behalf, or by an Affiliate of the Supplier have the potential to lead the Supplier to act

contrary to the Supplier's interests in the development, delivery and award of the TQ in accordance with the Conditions of Recognition;

- (b) a person who is connected to the development, delivery or award of the TQ by the Supplier has interests in any other activity which have the potential to lead that person to act contrary to his or her interests in that development, delivery or award in accordance with the Conditions of Recognition, or
- (c) an informed and reasonable observer would conclude that either of these situations was the case;

"Continuing Activities" means activities of the Supplier under this Contract in relation to the TQ which continue following the end of the second Academic Year for the final Exclusive Cohort, such as resits, appeals, and ongoing records management;

"Contract" means this contract;

"Contract Month" means each calendar month, provided that:

- (a) the first Contract Month shall commence on and from the Effective Date and shall end on the last day of the calendar month in which the Effective Date occurs; and
- (b) the last Contract Month shall commence on and from the first day of the calendar month in which the End Date occurs and shall end on the End Date;

"Contract Period" means the period for which this Contract would remain in force (taking into account any current Extension Period) if not terminated earlier;

"Control" means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controlled"** shall be construed accordingly;

"Controller" has the same meaning as in the GDPR;

"Core Terms" means the terms set out in the main body of this Contract;

"Critical Service Failure" means:

- (a) the Ofqual Recognition of the Supplier to make the TQ available to Approved Providers for delivery to Students is withdrawn (other than pursuant to an application under clause 5.15.3(iii);
- (b) a failure by the Supplier to make the Final Submission by the Final Approval Milestone Date or the failure of any Final Submission (or Final Re-Submission) to meet the requirements necessary to achieve IfATE Approval (in each case other than where such failure results from a breach of this Contract by the Authority);
- (c) a failure by the Supplier to make a Final Re-Submission within the time period required by clause 5.15.2 (*Developing the TQ and achieving IfATE Approval and Accreditation*) (other than where such failure results from a breach of this Contract by the Authority);
- (d) the Supplier fails to comply with clause 5.15.3(iii) (applying to withdraw its application for Ofqual Recognition in respect of the TQ where the TQ has not obtained Accreditation);
- (e) the Authority withdraws IfATE Approval (having previously awarded IfATE Approval) in accordance with this Contract;
- (f) any failure by the Supplier to perform a Designated Action within the specified timeframe for that Designated Action (other than where such failure results from a breach of this Contract by the Authority);
- (g) any Supplier Termination Event which has occurred in respect of the Supplier in its role as an Awarding Organisation for any part of the T Levels Programme outside this Contract;
- (h) any Breach of Security which either (i) results in material personal data being lost or compromised or shared without authorisation; or (ii) is not notified to the Authority promptly (and in any event within one Working Day);
- (i) the Supplier breaches its obligations relating to the confidentiality of assessment papers (prior to the relevant assessment date) and/or Student results (prior to the relevant publication date); and

- (j) any other event, matter or circumstance which is expressed to be (or deemed to be) a Critical Service Failure in this Contract;

“Crown Body” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

“Data Protection Legislation” means:

- (a) the GDPR;
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (c) all applicable Law about the processing of personal data and privacy;

“Default” means any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Authority;

“Deliverable” means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Department” means the Secretary of State for Education;

“Designated Action” means an action which the Authority requires the Supplier to take within a specified timeframe to obtain and/or maintain IfATE Approval and/or to ensure ongoing compliance of the Supplier with the terms of this Contract and such action may include:

- (a) working in a prescribed way with Authority personnel and/or a third party appointed by the Authority to achieve certain specified performance and/or progress improvements;

- (b) taking appropriate remedial actions in the event that any Initial Development Services and/or interim Products provided during the development stage are not in line with the trajectory set out in the Implementation Plan;
- (c) temporarily suspending and/or restricting any elements (in full or part) of the Services (including the supply of any Products);
- (d) complying with increased performance monitoring, provision of information and/or increased audit;
- (e) complying with any reasonable instructions of the Authority to help to mitigate actual and/or potential risks associated with delivery of the T Levels Programme; and/or
- (f) providing reasonable cooperation to other Awarding Organisations and third party suppliers of the Authority appointed in connection with the T Levels Programme;

“Development Charge” means the amount (exclusive of any applicable VAT) referred to as the “Qualification development charge” in Schedule 6 (*Pricing Schedule*);

Development Phase – The period between commencement of the Contract and the Approval and Accreditation of the TQ, being the period during which the TQ is developed by the Supplier.

“Development Phase Report” means the report referred to in the second row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the second row of the second column of that Table;

“Devolved Administration” means the government of Scotland, Northern Ireland and/or Wales;

“Disclosing Party” means the Party directly or indirectly providing Confidential Information to the other Party in accordance with clause 18 (*What must be kept confidential*);

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Contract or in connection with the negotiation, existence, legal validity,

enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Dispute Resolution Procedure” means the dispute resolution procedure set out in clause 37 (*Resolving disputes*);

“Documentation” means descriptions of the Services (including the Products) and KPIs, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under this Contract as:

- (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that are utilised to supply the Services or Products;
- (b) is required by the Supplier in order to supply the Services or Products; and/or
- (c) has been or shall be generated for the purpose of supplying the Services or Products;

“Early Exit” means any termination of this Contract that occurs prior to the Supplier achieving IfATE Approval;

“Effective Date” means the date on which the last Party to sign has signed this Contract;

“Effective Date of Variation” means the date on which the Variation Form comes into effect.

“EIRs” means the Environmental Information Regulations 2004;

“Eligible Provider” means any Provider referred to in the list referenced in Part 1 of Annex 8 to the Service Requirements in respect of the relevant Cohort, as such list may be updated from time to time by the Authority, or notified in writing to the Supplier in accordance with Part 2 of Annex 8 to the Service Requirements;

“Emergency Exit” means any termination of this Contract other than an Early Exit that is a:

- (a) termination of the whole or part of this Contract prior to the Expiry Date (as extended by any Extension Period); or
- (b) wrongful termination or repudiation of this Contract by either Party;

“Employee Liability” means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) a failure to comply with TUPE;
- (d) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (e) compensation for less favourable treatment of part-time workers or fixed term employees;
- (f) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance in relation to payments made by the Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- (g) claims whether in tort, contract or statute or otherwise;

- (h) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Employer” means any employer who has or is likely to employ Students who have successfully obtained a T Level qualification;

“End Date” means the earlier of:

- (a) the Expiry Date (as extended by any Extension Period implemented by the Authority under clause 14 (*Ending or extending this Contract*) or as reduced by the Authority in accordance with clause 13.3.2 (*What may happen if there are issues with your provision of the Services*); or
- (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;

“Entry Fee” means the amount payable per registered Student to the Supplier by the Approved Providers in accordance with clause 4.1.2 (Pricing and payments) and referred to in Schedule 6 (Pricing Schedule).

“Environmental Policy” means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority;

“Equality and Human Rights Commission” means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

“ESFA” means the Education and Skills Funding Agency;

“Exclusive Cohort” has the meaning given in clause 2.2 (*Appointment and exclusivity*);

“Exclusive TQ Change” means: (i) the addition of one or more new Occupational Specialist Component(s) which are to be added to the TQ following the Initial Content Date; (ii) the removal of one or more Occupational Specialist Component(s); and/or (iii)

a TQ Change which is requested by the Authority as a result of revision to a relevant Standard arising out of a statutory review of such Standard by the Authority under section A2E – A2F of the Apprenticeships, Skills, Children and Learning Act 2009;

“Exemplification Materials” means the Guide Standard Exemplification Materials and the Grade Standard Exemplification Materials;

“Exit Information” has the meaning given to it in paragraph 3.2 of Schedule 12 (*Exit Management*);

“Exit Plan” means the plan produced and updated by the Supplier during the Term in accordance with paragraphs 1 and 2 of Schedule 12 (*Exit Management*);

“Expiry Date” means 2 years following expiry of the final Academic Year for the final Exclusive Cohort;

“Extension Period” means a period equal to that required to provide the Services (including the supply of any Products) in respect of one further Cohort, such period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the fourth Exclusive Cohort commences the TQ;

“Fair Deal for Staff Pensions” means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);

“Fees” means:

- (a) in respect of the provision of the Provider Services (other than the Additional Services), the amount (exclusive of any applicable VAT) referred to as “Entry fee” in Schedule 6 (*Pricing Schedule*) payable per registered Student to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*); and
- (b) the Additional Services, the amount (exclusive of any applicable VAT) applicable to the relevant Additional Service as set against that Additional Service in Schedule 6 (*Pricing Schedule*) payable to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*);

in each case, as such fees are adjusted in accordance with clauses 4.12 and 4.13 (*Pricing and payments*);

“Final Approval Milestone” means the Milestone set out in fourth row of the Table in Annex 7 to the Service Requirements;

“Final Approval Milestone Date” means the date set out against the Final Approval Milestone in the second column of the Table at Annex 7 to the Service Requirements;

“Final Milestone Payment” means an amount equal to 30% of the Development Charge;

“Final Re-Submission” means the relevant documentation and/or additional information that the Supplier is required to re-submit in accordance with clause 5.15.2 (*Developing the TQ and achieving IfATE Approval and Accreditation*);

“Final Submission” means the Submission applicable to the Final Approval Milestone;

“FOIA” means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

“Force Majeure Event” means, subject to clause 23.4 (*Circumstances beyond either Party’s control*), any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Staff or any other failure in the Supplier’s or a Subcontractor’s supply chain;

“Force Majeure Notice” means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level

technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which also affects and/or relates to a Comparable Supply;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

“Grade Standard Exemplification Materials” means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials;

“Guide Standard Exemplification Materials” means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials and Approved by the Authority;

“IfATE Approval” means approval by the Authority pursuant to section A2DA of the Apprenticeships, Skills, Children and Learning Act 2009 for the TQ to be made available to Approved Providers and/or Students based on the TQ meeting the requirements of paragraph 2.1 or 2.3 of Part 1 of the Services Requirements as applicable to the satisfaction of the Authority;

“IfATE Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:
 - (i) are supplied to the Supplier by or on behalf of the Authority; or

- (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract;
- (b) any Personal Data for which the Authority is the Controller; or
- (c) Student Related Data;

“Impact Assessment” means an assessment of the impact of a Variation request completed in good faith, including:

- (a) details of the impact of the proposed Variation on the Services (including the supply of the Products) and the Supplier's ability to meet its other obligations under this Contract;
- (b) details of the cost of implementing the proposed Variation;
- (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges and/or the Fees (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (d) a timetable for the implementation, together with any proposals for the testing of, the Variation; and
- (e) such other information as the Authority may reasonably request in (or in response to) the Variation request;

“Implementation Plan” means the outline Implementation Plan prepared by the Supplier as part of the Supplier's Response for implementation and delivery of the Services and supply of the Products (including to meet the Milestones) and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the “Implementation Plan”;

“Inclusive TQ Change” means any TQ Change that is not an Exclusive TQ Change;

“Indemnifier” means a Party from whom an indemnity is sought under this Contract;

“Information Commissioner” means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

“Initial Content Date” has the meaning given in clause 8.2 (*TQ Changes*);

“Initial Development Services” shall have the meaning given in paragraph 2.1 of Part 1 of the Service Requirements;

“Initial TQ Deliverables” means each of:

- (a) the TQ Specification;
- (b) TQ Specimen Assessment Materials;
- (c) the Provider Approval Criteria; and
- (d) the Assessment Strategy;

“Insolvency Event” means:

- (a) in respect of a company:
 - (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

- (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) in respect of an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
 - (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Interim Milestone” means each of the interim Milestones specified in the Table in Annex 7 to the Service Requirements;

“Interim Milestone Payment” means:

- (a) in respect of Interim Milestone 1, an amount equal to 30% of the Development Charge;
- (b) in respect of the Interim Milestone 4, an amount equal to 40% of the Development Charge;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Contract;

“Issues Log” means the issues log referred to in, and meeting the requirements of, the Product Description for the Issues Log;

“Key Dates Schedule” means a schedule of key dates in relation to the roll-out and operation of the TQ and other technical education qualifications across the T Levels Programme including registration dates and deadlines, assessment dates, and dates for publication of results, which is based on the indicative key dates schedule in Annex 5 to the Service Requirements and is agreed in relation to the T Levels Programme between Awarding Organisations pursuant to Schedule 4 (*Co-operation*) and Approved by the Authority;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership of the IPR include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (i) specifications of content for each TQ including core and all specialist components;

- (ii) assessment guidelines (for Providers);
- (iii) quality assurance requirements (for Providers);
- (iv) specimen assessment materials;
- (v) standards exemplification materials;
- (vi) updates or redevelopments of specifications of content;
- (vii) updates and redevelopments of any Key Materials; and
- (viii) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks, insofar as they are not part of any of the expressly included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Key Personnel” means the individuals identified as such in the Annex to Schedule 7 (*Staff (including Key Personnel)*) as at the Effective Date or as amended from time to time in accordance with paragraph 3.2 of Schedule 7 (*Staff (including Key Personnel)*);

“Key Roles” means the roles stated in the Annex to Schedule 7 (*Staff (including Key Personnel)*) as at the Effective Date or as amended from time to time in accordance with paragraph 3.2 of Schedule 7 (*Staff (including Key Personnel)*);

“Key Sub-Contract” means each Sub-Contract with a Key Subcontractor;

“Key Subcontractor” means any Subcontractor:

- (a) which is relied upon to deliver any material part of the Services (including to supply any Products); and/or
- (b) which, in the opinion of the Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Services (including the supply of any Products),

and which, as at the Effective Date, are listed in Annex 1 to Schedule 8 (*Supply Chain (including approved Subcontractors)*);

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services and/or the Products;

“KPI” means a key performance indicator applicable to the provision of the Services (including the supply of the Products), as set out in the first column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“KPI Improvement Plan” shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

“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 Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including reasonable legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“Management Information” means the management information to be delivered to the Authority by the Supplier, as set out or referred to in Annex 9 to the Service Requirements;

“Milestone” means an event or task to be performed as part of the provision of the Services (and/or the supply of the Products) by a specific date as described in the first column of the Table in Annex 7 to the Service Requirements;

“Moderation” means the Supplier assessment process designed to ensure that, where Approved Provider marking is undertaken in accordance with the Approved Assessment Strategy, such marking is scrutinised by a Moderator to ensure that it is in line with expected standards and Students’ marks are adjusted where necessary, and **“Moderate”** will be construed accordingly;

“Moderator” means a moderator, external to the Approved Provider, employed or engaged by the Supplier to moderate marking undertaken by assessors employed or engaged by the Approved Provider of Students’ performance in respect of the TQ Live Assessment Materials;

“Month” means a calendar month and **“Monthly”** shall be interpreted accordingly;

“National Insurance” means contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

“Occupation” means a set of jobs where the main tasks and duties are characterised by a high degree of similarity, where a “job” is a role connected to a specific employment contract in a workplace;

“Occupational Map” means, for each Route, a map which groups Occupations according to where there is a requirement for shared technical knowledge, skills, and behaviours, and identifies the Occupations for which Standards exist;

“Occupational Specialist Component” means each occupational specialist component of the TQ as referred to in the Outline Content;

“Ofqual” means the Office of Qualifications and Examinations Regulation, a statutory body created under the Apprenticeships, Skills, Children and Learning Act 2009, as

amended by the Education Act 2011, to regulate qualifications, examinations and assessments in England;

“Ofqual Recognition” means recognition of the Supplier by Ofqual in respect of the TQ under section 132 of the Apprenticeships, Skills, Children and Learning Act 2009;

“Ongoing Development Services” shall have the meaning given in paragraph 2.3 of Part 1 of the Service Requirements;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a TQ or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

“Operational Delivery Report” means the report referred to in the third row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the third row of the second column of that Table;

“Ordinary Exit” means any termination of this Contract (other than an Early Exit) that occurs as a result of the expiry of the Contract on the Expiry Date (as extended by any Extension Period);

“Outline Content” means the outline content for the TQ developed by the T Level Panel at Annex 3 to the Service Requirements, as amended, supplemented and/or replaced from time to time;

“Parliament” takes its natural meaning as interpreted by Law;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Pathway” means a sub-set of a Route, which groups common sets of Occupations into a number of occupational clusters together;

“Performance Monitoring Methodology” means the required evidence and measurement methodology that is to be applied by the Supplier to assess its performance of the relevant part of the Services (including the supply of any Products)

to which the KPI in question relates, as such evidence and measurement methodology are set out in the fifth and sixth columns (respectively) of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Performance Monitoring Period” means the period set out against the relevant KPI in the fourth column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Performance Review Meeting” shall have the meaning given in paragraph 3.2 of Schedule 15 (*Monitoring of Performance*);

“Personal Data” means “personal data” (as defined in the GDPR) that are processed under this Contract;

“Portability Purposes” means in order:

- (a) to secure a smooth transition to a Skilled Future Supplier;
- (b) to enable the Authority to procure a Skilled Future Supplier (including inviting competition and/or tenders), and for a potential Skilled Future Supplier to compete openly and effectively in any future competition or tender for, delivery and/or Operation of the TQ currently delivered by the Supplier and/or a Replacement TQ;
- (c) to enable a Skilled Future Supplier to deliver and/or Operate the TQ and/or a Replacement TQ;
- (d) to enable the Authority and/or any Skilled Future Supplier to carry out or have carried out any Continuing Activities, and/or
- (e) to enable a Skilled Future Supplier to supply, to Providers, the TQ and/or Replacement TQ and sufficient information and materials (including Support Materials) for Providers to deliver the TQ in a Transparent manner;

“Post-Results Services” means the Services described in and/or provided pursuant to paragraph 9 of Part 1 of the Service Requirements, including the Additional Services;

Pre-Delivery Phase – The period between the Approval and Accreditation of the TQ and the first teaching of the TQ by Providers, being the period during which Supplier and Providers prepare for delivery;

“Prescribed Person” means a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 5 October 2019, available online at: <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>;

“Processor” has the same meaning as in the GDPR and **“Processing”** and **“Processed”** shall be interpreted accordingly;

“Product” means each product listed in the first column of the Table in Part 3 of the Service Requirements;

“Product Description” means the description of the Authority’s minimum requirement for the relevant Product set out in the second column of the Table in Part 3 of the Service Requirements, together with such further information, data and/or content as should reasonably be expected by the Supplier having regard to the Authority’s requirements under this Contract and the Supplier’s obligations under clause 3.1 (*How the Services must be supplied*);

“Prohibited Acts” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body 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 this Contract; or

- (c) committing any offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority or other public body; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students or that provides such services on a privately funded basis;

“Provider Approval” means approval of the Eligible Provider in accordance with clause 7.1 (*Interaction with Providers*);

“Provider Approval Criteria” means the approval criteria referred to in, and meeting the requirements of, the Product Description for the Provider Approval Criteria;

“Provider Contract” means a contract between an Approved Provider and the Supplier in respect of the TQ meeting the requirements set out in Schedule 17 (*Provider Contract requirements*);

“Provider Services” means the Services, other than the Initial Development Services and the Ongoing Development Services;

“Rate Card” means the Supplier’s rate card as set out in Schedule 6 (*Pricing Schedule*);

“Reasonable Adjustments” shall have the meaning given in SR 2.4 of Service Requirement 2 (as defined in the Service Requirements);

“Recipient Party” means the Party which receives or obtains directly or indirectly Confidential Information;

“Regulated” means the regulation by Ofqual of a qualification which has been Accredited and **“Regulation”** shall be authorised accordingly;

“Regulations” means the Concession Contracts Regulations 2016;

“Relevant Competence” means being a reasonably skilled and competent Awarding Organisation with access to appropriate tools, systems and platforms to operate technical qualifications;

“Relevant Employees” means those employees whose contracts of employment transfer with effect from the Relevant Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;

“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 Transfer” means a transfer of employment to which TUPE applies;

“Relevant Transfer Date” means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

“Reminder Notice” means a written notice sent in accordance with clause 4.8 (*Pricing and payments*) given by the Supplier to the Authority providing notification that payment has not been received on time, which must be addressed to the Authority Authorised Representative, must set out the sum due, must reference this Contract and clause 4 (*Pricing and payments*) and attach a copy of the relevant valid invoice;

“Replacement Subcontractor” means a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);

“Replacement Services” means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time, or where the Authority is providing Replacement Services on its own account, shall also include the Authority;

“Replacement TQ” means a technical education qualification forming part of the T Levels Programme to replace either: (i) the TQ which is the subject of this Contract; or (ii) the equivalent technical qualification which is the subject of a contract with a Future Supplier;

“Request for Information” means a request for information or an apparent request for information relating to this Contract or an apparent request for such information under the FOIA or the EIRs;

“Required Insurances” means the insurances that must be held by the Supplier as required by the Authority meeting the requirements set out in Schedule 19 (*Required Insurances*);

“Resource Plan” means the Resource Plan prepared by the Supplier as part of the Supplier’s Response (including the supplementary evidence) in relation to the Supplier Staff that shall be utilised (and the manner in which such Supplier Staff shall be utilised) by the Supplier in the performance of the Services and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the “Resource Plan”;

“Re-Submission” shall have the meaning given in clause 5.13.2(i) (*Developing the TQ and achieving IfATE Approval and Accreditation*);

“Risk Register” means the risk register referred to in, and meeting the requirements of, the Product Description for the Risk Register;

“Route” means the broadest category of Occupations in an Occupational Map, typically covering an industrial area;

“Route Panel” means the Authority’s panel responsible for managing the development of the Outline Content, details of which can be found at <https://www.gov.uk/government/publications/t-level-panels-membership>;

“Scheme of Assessment” means the scheme of assessment referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Security Policy” means the Authority's security policy, in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

“Serious Fraud Office” means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

“Services” means the services as described in the Service Requirements (including the Additional Services);

“Service Failure” shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

“Service Requirements” means the Authority's requirements for the Services (including the supply of the Products) as set out in Schedule 2 (*Service Requirements*);

“Service Transfer” means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

“Service Transfer Date” means the date of a Service Transfer;

“Skilled Future Supplier” means a Future Supplier with Relevant Competence;

“Special Consideration” shall have the meaning given in SR 2.5 of Service Requirement 2 (as defined in the Service Requirements);

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Services and/or the Products and/or the performance of this Contract is not reasonably foreseeable at the Effective Date. Any change in any Condition of Recognition shall not be a Specific Change in Law;

“Specification of Content” means the specification of the content referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Staffing Information” means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other “**employee liability information**” as such term is defined in regulation 11 of TUPE;

“**Stakeholders**” means the Authority, the Department, ESFA, Ofqual, Providers, Employers and members of the Route Panels;

“**Standards**” means the description of the Occupation and the outcomes (knowledge, skills and behaviours) which a Student will be expected to attain to successfully achieve competence in that Occupation, as approved and published by the Authority;

“**Storage Media**” means the part of any device that is capable of storing and retrieving data;

“**Student**” means an individual undertaking (or who wishes to undertake) a formal programme of study with an Approved Provider for the T Level of which the TQ forms part;

“**Student Information**” means information or data relating to an individual Student whether or not the Student can be identified from that information or data;

“**Student Related Data**” means any information or data relating to Students (including any Student Information) and/or any Provider which is generated and/or acquired by and/or otherwise comes into the possession of the Supplier and/or any Supplier Staff as a result of the performance of the Supplier’s obligations under this Contract;

“**Sub-Contract**” means any contract or agreement (or proposed contract or agreement), pursuant to which a third party:

- (a) provides the Services and/or supplies any Products (or any part of them) and/or performs the whole or any part of this Contract;
- (b) provides facilities or services necessary for the provision of the Services and/or the supply of any Products (or any part of them) and/or the performs the whole or any part of this Contract; and/or
- (c) is responsible for the management, direction or control of the provision of the Services and/or supply of any Products (or any part of them) and/or the performance of the whole or any part of this Contract;

“Subcontractor” means any person other than the Supplier (and/or an Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), who is a party to a Sub-Contract and the servants or agents of that person;

“Submission” means, in respect of the relevant Milestone, the Products set out against that Milestone in the third column of the Table in Annex 7 to the Service Requirements;

“Submission Date” means, in respect of the relevant Milestone, the date set out against that Milestone in the second column of the Table in Annex 7 to the Service Requirements;

“Submission Issues Log” means the issues log referred to in, and meeting the requirements of, the Product Description for the Submission Issues Log;

“Subsequent Transfer” has the meaning given in paragraph 8.1 of Schedule 12 (*Exit Management*);

“Supplier Authorised Representative” means the person referred to in Schedule 20 as such or the representative appointed by the Supplier from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Authority;

“Supplier Personnel” means all employees of the Supplier (and any subcontractor) who are wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services including the development of the Products;

“Supplier Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), any Subcontractor engaged in the performance of the Supplier’s obligations under this Contract and any company or organisation noted in the Supplier’s Tender as forming part of the consortium which submitted the Supplier’s Tender (**“Consortium Member”**) and all directors, officers, employees, agents, consultants and contractors of any such Subcontractor and/or any such Consortium Member engaged in the performance of the Supplier’s obligations under this Contract;

“Supplier's Final Supplier Personnel List” means a list provided by the Supplier of all Supplier Personnel whose will transfer under TUPE on the Service Transfer Date;

“Supplier’s Provisional Supplier Personnel List” means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

“Supplier’s Response” means that part of the Supplier’s Tender (including any method statements) which is at Schedule 5 (*Supplier’s Response*);

“Supplier’s Tender” means the Supplier’s selection questionnaire and tender responses submitted in response to the Authority’s advertisement in the Official Journal of the European Union (as referred to in the Recitals to this Contract) for a provider of the Services and supplier of the Products, as clarified in writing by the Supplier to the Authority prior to the date of this Contract in response to any request for clarification and/or supplementary documentation issued by the Authority;

“Supplier Termination Event” means:

- (a) the Supplier (i) commits a material Default which is irremediable; or (ii) commits a material Default which is capable of remedy, but which has not been remedied by the Supplier within 30 days of being notified in writing to do so by the Authority;
- (b) a Conflict of Interest arises in connection with the delivery of the Services (and/or the supply of the Products) to which no mitigation acceptable to the Authority can be promptly identified;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) the Supplier is in material Default in respect of any data handling and/or security requirements set out in clauses 12, 17, 18 or Schedule 9 (*Data Handling and Security Management*) (where applicable);
- (e) an Insolvency Event occurring in respect of the Supplier;

- (f) a change of Control of the Supplier unless:
 - (i) the Authority has given its prior written consent (not to be unreasonably withheld or conditioned) to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (g) a material failure by the Supplier to comply with legal obligations in the fields of environmental, social or labour law;
- (h) the departure from the Supplier of any of its senior officers or Key Personnel where the Authority has reasonable grounds to believe that such departure will impact or could potentially impact the delivery of the Services and/or the supply of any Products unless the Authority has not served its notice of objection within 6 months of the date on which the Authority was informed by the Supplier of such departure;
- (i) the Supplier assigns, transfers or otherwise disposes of its rights, obligations and/or liabilities or seeks to assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract to a third party in breach of the terms of this Contract (including in breach of the requirements of paragraph 1 of Schedule 8 (*Supply Chain (including approved Subcontractors)*));
- (j) the Supplier is in Default under clause 30.1 (*Preventing Fraud, Bribery and Corruption*);
- (k) the Supplier provided incorrect or misleading information as part of the Supplier's Tender;
- (l) the Supplier or any Subcontractor or Affiliate through its act or omission brings the Authority, the Department and/or the ESFA and/or the T Levels Programme into disrepute and/or diminishes the trust the public places in the Authority, the Department and/or the ESFA;

- (m) NOT USED;
- (n) an occurrence of any of the circumstances in regulations 44(1) (a) to (c) of the Regulations;
- (o) this Contract has been substantially modified in breach of regulation 43(10) of the Regulations;
- (p) the Authority discovers that the Supplier was in one of the situations in regulations 38(8) to 38(10) of the Regulations at the time this Contract was awarded;
- (q) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (“**TFEU**”) to declare that this Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
- (r) a Critical Service Failure occurs; or
- (s) the Supplier fails to comply with clause 34.2 (*Tax*) or fails to provide details of steps being taken and mitigating factors pursuant to clause 34.2 (*Tax*) which in the reasonable opinion of the Authority are acceptable;

“Support Materials” means teaching support materials intended for a Provider or Student audience, such as textbooks, and any other materials which the Authority agrees in writing to be Support Materials;

“Target Service Level” means the target performance level set out against the relevant KPI in the third column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Technical Qualifications Explanatory Note” means an explanation of TQs, their purpose and how they are delivered;

“Term” means the period commencing on the Effective Date and ending on the End Date;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

“Third Party” means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Effective Date;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“TQ” means the technical education qualification element of the T Level in respect of the Pathway that is (amongst other things) designed, developed and delivered under this Contract;

“TQ Assignment and Licence” means the assignment and licence in respect of certain Intellectual Property Rights in relation to the TQ in the form set out in Schedule 14 (*Form of Assignment and Licence*);

“TQ Change” means any change or variation to the content of the TQ;

“TQ Content Updating Schedule” means the schedule of dates set out in Annex 6 to the Service Requirements (or such other dates as may be agreed by the Authority from time to time) applicable to the relevant Inclusive TQ Change or Exclusive TQ Change (as the case may be);

“TQ Core Component” means the core component of the TQ referred to in the Outline Content;

“TQ Deliverables” means:

- (a) in the period prior to the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements, the Approved Initial TQ Deliverables and the Approved Guide Standard Exemplification Materials; and

(b) in the period following the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements:

- (i) the Approved Initial TQ Deliverables and
- (ii) the Grade Standard Exemplification Materials,

in each case, as amended in accordance with this Contract;

“TQ Development Meeting” shall have the meaning given in clause 5.4 (*Developing the TQ and achieving IfATE Approval and Accreditation*);

“TQ Live Assessment Materials” shall have the meaning given in Schedule 2 (*Service Requirements*);

“TQ Specification” means the Specification of Content, the Scheme of Assessment and the Approved Provider’s Quality Assurance Process;

“TQ Specimen Assessment Materials” means the specimen assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Specimen Assessment Materials;

“T Level” means the technical study programme known as a “T Level”;

“T Level Awarding Organisations” shall have the meaning given in paragraph 1.1 of Schedule 4 (*Co-operation*);

“T Level Branding Guidelines” means the Authority’s written guidelines prescribing the permitted form and manner in which the trade marks (the *“Mark”* as defined within the T Level Trade Mark Licence) may be used and setting out how the Supplier branding may be used in relation to materials used in the operation of the TQ or to promote the TQ, a copy of which is set out in the document entitled S16_T_Level_Branding_Guidelines, including any amendments or additions notified by the Authority to the Supplier from time to time, provided that the Authority shall where possible provide reasonable notice in writing to the Supplier of any proposed amendments or additions to such guidelines;

“T Level Panel” means the group of Employers, professionals and practitioners appointed to advise on the content of the T Level of which the TQ forms part;

“T Level Trade Mark Licence” means the trade mark licence granted pursuant to Schedule 16 (*Logos and Trademarks – T Level Trade Mark Licence*);

“T Levels Programme” means the programme of technical education in England managed by the Authority and known as “T Levels”;

“Transferable Contracts” means Sub-Contracts, or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Services and/or develop, maintain or supply the Products or the Replacement Services, including all relevant Documentation;

“Transferring Supplier Employee” means those employees whose contract of employment will be transferred to the Authority or a Replacement Supplier pursuant to TUPE on expiry or termination of this Contract;

“Transition Period” means the period from a Replacement Supplier commencing any aspects of development or delivery of the TQ to the End Date, eg from the point when the Replacement Supplier has been awarded a contract for provision of the TQ, but while this Contract remains in place for existing Students;

“Transparency Information” has the meaning given to it in clause 19 (*When information can be shared*);

“Transparency Reports” means: (i) the Management Information relating to the Services and performance of this Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements set out in the Service Requirements; and (ii) the output of any survey commissioned by the Authority in connection with the performance of the Supplier under this Contract;

“Transparent” means that Students and Employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the

purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;

“TUPE Information” has the meaning given in paragraph 8.5 of Schedule 12 (*Exit Management*);

“Variation” means any variation or change to this Contract which is not an Inclusive TQ Change;

“Variation Form” means the form set out in Schedule 11 (*Change Management*);

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

Schedule 2

Service Requirements



Schedule 3

Implementation

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Schedule 4

Co-operation

1 Objective of the joint arrangements

- 1.1 The Supplier shall cooperate, coordinate and seek to agree certain arrangements with all third party Awarding Organisations involved in the delivery of the technical education qualification element of each T Level forming part of the T Levels Programme (“**T Level Awarding Organisations**”) from time to time with the aim of:
- 1.1.1 ensuring the quality, consistency, efficiency and effectiveness of the T Levels Programme as a whole; and
 - 1.1.2 in the interest of Students and Providers, streamlining administration relating to the T Levels Programme.
- 1.2 The Supplier shall ensure that all activities carried out by it under this Schedule appropriately take into account the views of each T Level Awarding Organisation (including T Level Awarding Organisations appointed subsequent to the appointment of the Supplier) and do not risk or result in:
- 1.2.1 a disproportionate burden falling on any given T Level Awarding Organisation or on Providers; and/or
 - 1.2.2 a disproportionate burden (whether by any act or omission on the part of the Supplier) on Providers and/or Students.

2 Joint arrangements

- 2.1 In particular, the Supplier shall (at its own cost):
- 2.1.1 attend a meeting convened by the Authority (on reasonable prior notice and at least once per calendar quarter) with all other T Level Awarding Organisations to discuss progress on coordination efforts including the activities set out below, and to make decisions relating to any outstanding areas of coordination;

- 2.1.2 in order to minimise the administrative burden on Providers, cooperate with all other T Level Awarding Organisations to coordinate and deliver an efficient method of both regular and ad hoc inspections (on an ongoing basis) of the delivery by Approved Providers of the technical education qualification element of each T Level, to ensure that the relevant Approved Providers continue to meet the requirements of their Provider Approval by the Supplier and equivalent approval by other T Level Awarding Organisations, provided always that where, as a result of such cooperation and/or coordination it is necessary for the Supplier to amend and/or modify that part of the Supplier's Response to which the provisions of paragraph 3.1.2 of Part 1 of the Service Requirements apply, then the Supplier shall obtain Approval to such amendment and/or modification;
- 2.1.3 coordinate and seek to agree with all other T Level Awarding Organisations (at the earliest possible date) common rules and guidance applicable to the teaching and assessment of and provision of Post-Results Services for the technical education qualification element of each T Level with the aim of having aligned rules, guidance and Post-Results Services, where appropriate, across the T Levels Programme, addressing topics such as conducting examinations;
- 2.1.4 share information between T Level Awarding Organisations as necessary (subject to the relevant obligations on confidentiality in this Contract) to:
- (i) facilitate the joint arrangements anticipated by this Schedule;
 - (ii) enable transfer of achievement of the TQ Core Component of a T Level between T Level Awarding Organisations; and
 - (iii) enable results analysis in respect of the Route of which the TQ forms part;
- 2.1.5 where possible, utilise systems in the delivery of the Services which are interoperable with those utilised by other T Level Awarding Organisations so as to facilitate the portability of the Services to any Future Supplier;

- 2.1.6 coordinate and seek to agree with all other T Level Awarding Organisations pre-assessment access arrangements for T Levels to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.7 adopt a common process and, where possible, system, to that used by other T Level Awarding Organisations for applications for access arrangements for T Levels to be made and considered for the benefit of Students;
- 2.1.8 coordinate and seek to agree with all other T Level Awarding Organisations a common process and approach and, where possible, system to that used by other T Level Awarding Organisations, to manage and/or facilitate Reasonable Adjustments and/or applications for Special Consideration to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.9 seek to agree between T Level Awarding Organisations a Key Dates Schedule, such schedule to be developed in consultation with the Department, GCE Awarding Organisations, Providers and UCAS and to be Approved by the Authority;
- 2.1.10 attend regular meetings (at least once per calendar month unless otherwise notified by the Authority) with all other T Level Awarding Organisations to discuss operational issues in relation to the T Level Programme; and
- 2.1.11 where notified by the Authority, work with other T Level Awarding Organisations responsible for TQs in the same Route with the aim to, where appropriate, harmonise the common TQ Core Component across that Route.

3 Disputes relating to joint arrangements

- 3.1 In the event the Supplier contends that it is unable to meet its obligations under this Schedule as a result of the action or inaction of one or more third party T Level Awarding Organisation, the Supplier shall seek to resolve such matter with the relevant T Level Awarding Organisation(s). In the event that the Supplier is unable to resolve such matter, having used its reasonable endeavours to do so, the Supplier shall promptly notify the Authority in writing with the relevant details including the steps taken

to attempt to resolve the matter, and the Authority shall use its reasonable endeavours to promptly resolve such matter.

- 3.2 In the event that a third party T Level Awarding Organisation contends that it is unable to meet its joint arrangement obligations as a result of the action or inaction of the Supplier, then the Supplier shall comply with the reasonable instructions of the Authority in relation to such action or inaction.
- 3.3 Nothing in this Schedule (including any failure to agree any matters referred to in paragraph 2 of this Schedule) shall operate to reduce or otherwise diminish the Supplier's obligations and/or the Authority's rights under this Contract.

4 Reporting

- 4.1 The Supplier shall, on request by the Authority, promptly provide a written report to the Authority setting out its progress in achieving the joint arrangements set out in paragraph 2 of this Schedule.

Schedule 5

Supplier's Response

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 6

Pricing Schedule



Schedule 7

Staff (including Key Personnel)

1 Staff – no transfer on Effective Date

- 1.1 The Parties agree that at the Effective Date, TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Subcontractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 1.2.1 the Supplier will, within 7 days of becoming aware of the situation, give notice in writing to the Authority;
 - 1.2.2 the Authority or Third Party may offer employment to such person within 28 days of the notification by the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier or a Subcontractor shall immediately release the person from their employment;
 - 1.2.4 if, after that period specified in paragraph 1.2.2 above has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but was not accepted within a reasonable time, the Supplier or Subcontractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of that person and will (where relevant) be obliged to apply Fair Deal for Staff Pensions in respect of that person.

2 Staff – in the event of transfer on start Date

- 2.1 The Supplier shall procure that, if relevant, each of its Subcontractors shall comply with the provisions in this paragraph 2 as if references to the Supplier were to the Subcontractor.

- 2.2 Notwithstanding the provisions of paragraph 1 (*Staff – no transfer on Effective Date*), in the event that any employees of the Authority or a Third Party transfer to the Supplier or a Subcontractor pursuant to TUPE and are employed by the Supplier or Subcontractor in accordance with paragraph 1.2.4, the Authority shall (subject to paragraph 2.3) indemnify and keep indemnified the Supplier and any Subcontractor against any losses, except indirect losses, incurred by the Supplier and any Subcontractor in connection with any claim or demand by any such individuals arising out of the employment of any of them prior to the Effective Date.
- 2.3 The Supplier shall be liable for and indemnify and keep indemnified the Authority and any Third Party against any Employee Liability arising from or as a consequence of:
- 2.3.1 any proposed changes to terms and conditions of employment the Supplier or Subcontractor may consider making on or after the Effective Date; and
- 2.3.2 any failure by the Supplier to comply with its obligations under paragraph 1.2.4 of this Schedule.

3 Key Personnel

- 3.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles during the Term. The Annex to this Schedule 7 lists the Key Roles. remit and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 3.2 The Authority can identify any further roles as being Key Roles and, following agreement on this by the Supplier (such agreement not to be unreasonably withheld or delayed) any relevant person selected to fill those Key Roles (and details of the role itself) shall be included on the list of Key Personnel in the Annex to this Schedule 7.
- 3.3 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Schedule 12 (*Exit Management*)) unless:
- 3.3.1 requested to do so by the Authority;
- 3.3.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

- 3.3.3 the person's employment or contractual arrangement with the Supplier or a Subcontractor is terminated for material breach of contract by the employee; or
 - 3.3.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).
- 3.4 The Supplier shall:
- 3.4.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 3.4.2 ensure that any Key Role is not vacant for any longer than 10 Working Days;
 - 3.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
 - 3.4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services and/or supply of any Products; and
 - 3.4.5 ensure that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

4 Staff vetting

- 4.1 For the purposes of this paragraph 4, “**Convictions**” means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act).
- 4.2 The Supplier shall ensure that all potential Supplier Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with Students or vulnerable persons (and/or access to data or information relating to such Students or vulnerable persons) are, to the extent permitted by Law:
- 4.2.1 questioned concerning their Convictions; and
- 4.2.2 required to obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) where required by Law,
- before the Supplier engages the potential staff or persons in the provision of the Services.
- 4.3 The Supplier shall take all necessary steps to ensure that such potential staff or persons referred to in paragraph 4.2 obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 4.4 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- 4.4.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with paragraph 4.2.1;
- 4.4.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with paragraph 4.2.2; or

- 4.4.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier under paragraph 4.2.2.
- 4.5 In addition to the requirements of paragraphs 4.1 to 4.4, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier shall:
 - 4.5.1 comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 4.5.2 ensure that it has no reason to believe that any member of Supplier Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 4.5.3 ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person.
- 4.6 The Supplier shall ensure that the Authority is kept advised at all times of any member of the Supplier Staff who, subsequent to their commencement of employment as a member of the Supplier Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person. The Supplier shall only be entitled to continue to engage or employ such individual with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall immediately remove such individual from the Supplier Staff.
- 4.7 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in paragraphs 4.1 to 4.6 of this Schedule have been met.

- 4.8 For Supplier Staff appointed following the Effective Date who shall or may have access to IfATE Data, in addition to meeting its obligations under this paragraph 4, the Supplier shall carry out pre-employment screening meeting the HMG Baseline Personnel Security Standard (BPSS) or equivalent in accordance with Schedule 9 (*Data Handling and Security Management*).

Annex to Schedule 7

List of Key Personnel

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Schedule 8

Supply Chain (including approved Subcontractors)

1 Appointment of Key Subcontractors

- 1.1 Where the Supplier wishes to enter into a Key Sub-Contract or replace a Key Subcontractor, it must obtain Approval, such Approval not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its Approval to the appointment of a Key Subcontractor if it reasonably considers that:
 - 1.1.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Services and/or the supply of the Products or may be contrary to the interests of the Authority and/or the TQ;
 - 1.1.2 the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers or clients;
 - 1.1.3 the proposed Key Subcontractor employs unfit persons; or
 - 1.1.4 the proposed Key Subcontractor should be excluded in accordance with clause 14.7 (*Ending or extending this Contract*).
- 1.2 The Authority confirms its Approval of the appointment of the Key Subcontractors listed in Annex 1 to this Schedule 8.
- 1.3 Except where the Authority has given its Approval otherwise, the Supplier shall ensure that each Key Sub-Contract shall include:
 - 1.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.3.2 a right for the Authority to enforce any provisions under the Key Sub-Contract which are capable of conferring a benefit upon the Authority;
 - 1.3.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
 - 1.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the

Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority; and

1.3.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract:

- (i) under clause 17 (*Data protection and information*);
- (ii) under clause 19 (*When information can be shared*);
- (iii) in respect of any obligation not to bring the Authority, the Department or the ESFA and/or the T Levels Programme into disrepute and/or otherwise diminish the trust that the public places in the Authority, the Department or the ESFA, as set out in clause 3.1.9 (*How the Services must be supplied*); and
- (iv) in respect of the keeping of records and provision of information (including (as applicable) Management Information) in relation to that part of the Services being provided and/or those Products being supplied under the Key Sub-Contract.

1.4 The Supplier shall, as soon as reasonably practicable following a request by the Authority, provide a copy of any proposed Key Sub-Contract (and/or any Key Sub-Contract which it has entered into) to demonstrate compliance by the Supplier with its obligations under this paragraph 1.

2 Subcontractor information

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

- 2.1.1 their name;
- 2.1.2 the scope of their appointment; and
- 2.1.3 the duration of their appointment.

Annex 1 to Schedule 8

Key Subcontractors

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|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | | | | | | | | | | | |

Schedule 9

Data Handling and Security Management

- 1 The Supplier shall maintain Cyber Essentials certification and shall operate an Information Security Management System in relation to the Services that is compliant with ISO 27001 (the International Standard for Information Security Management Systems) or an equivalent standard.
- 2 The Supplier shall have in place and maintain physical security, in line with the requirements outlined in ISO 27002 (the International Standard describing the Code of Practice for Information Security Controls), including entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 3 The Supplier shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to IT systems to ensure only authorised personnel have access to IfATE Data.
- 4 The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect IfATE Data, including: physical security controls; Good Industry Practice policies and processes; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions, operating systems, network devices and application software; user access controls; and the creation and retention of audit logs of system use.
- 5 The Supplier shall carry out and shall maintain records of appropriate technical risk assessments in respect of all aspects of the Supplier's handling of IfATE Data. The Supplier shall provide such records to the Authority on request and shall ensure that such records are capable of demonstrating to the Authority's reasonable satisfaction that appropriate procedures are in place to address any significant risks identified.
- 6 The Supplier shall ensure that IfATE Data is processed and stored in a manner which enables such IfATE Data to be identified and securely deleted when required. The Supplier shall ensure that IfATE Data which is not in electronic form is kept physically separate from the data of the Supplier and any of the Supplier's other customers.

- 7 Any IfATE Data transferred by the Supplier using electronic transfer methods across public space or cyberspace, including mail and courier systems, or third party provider networks must be encrypted to an encryption standard meeting Transport Layer Security (TLS) 1.2 or later.
- 8 Storage of IfATE Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated requirement and shall be subject to paragraphs 9 and 10 below.
- 9 Any portable removable media (including pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process IfATE Data to deliver or support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 10 All portable IT devices (including laptops, tablets, smartphones or other devices, such as smart watches) which handle, store or process IfATE Data to deliver and support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be full-disk encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 11 Whilst in the Supplier's care, all removable media and hardcopy paper documents containing IfATE 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, a professional secure disposal organisation or an equivalent secure disposal method.
- 12 When necessary to hand-carry removable media and/or hardcopy paper documents containing IfATE 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 paragraph shall apply equally regardless of whether the material is being carried inside or outside of the Supplier's premises.
- 13 The Supplier shall ensure throughout the Term that it is in a position (and is able to demonstrate to the Authority's reasonable satisfaction that it is in a position) to provide

a complete copy of all IfATE Data at the Authority's request at any time and on the termination or expiry of the Contract.

- 14 At the end of the Contract or in the event of equipment failure or obsolescence, all IfATE Data, in either hardcopy or electronic format, that is physically held or logically stored on the Supplier's IT infrastructure must be securely sanitised or destroyed and accounted for in a manner that ensures that the relevant data is not retrievable using normally available methods and/or tools and which allows the Supplier to demonstrate its compliance with this paragraph 14 at the Authority's request. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, then the Supplier shall protect the Authority's information and data until such time that it can be securely cleansed or destroyed.
- 15 Access by Supplier Staff to IfATE Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role and have undergone pre-employment screening appropriate to the nature and sensitivity of the IfATE Data and, for Supplier Staff appointed following the Effective Date, have undergone pre-employment screening which is at least equivalent to the HMG Baseline Personnel Security Standard (BPSS).
- 16 All Supplier Staff who handle IfATE Data must have annual awareness training in protecting information.
- 17 The Supplier shall have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Services is not adversely affected in the event of an incident (as set out in the Supplier's Business Continuity Plan). An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services. Upon request from the Authority, the Supplier will provide evidence of the effectiveness of their business continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 18 Any suspected or actual breach of the confidentiality, integrity or availability of IfATE Data being handled in the course of providing the Services, or any non-compliance

with security standards pertaining to the Services, shall be investigated immediately and escalated to the Authority. The Supplier shall maintain audit records and event logs in respect of any such security events in accordance with documented retention policies approved by the Authority.

- 19 The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process IfATE Data shall be subject to independent penetration testing, to take place within the three month period immediately prior to the start of each Academic Year, to test the security of such systems and hosting environments, by a penetration testing provider that is CHECK, CREST or TIGER scheme approved. The Supplier shall include a summary of the findings of such penetration testing and the details of any necessary remedial work carried out in the annual penetration testing report required under Schedule 2 (*Service Requirements*). In the event of security issues being identified which are ranked as “high” importance or above, the Supplier shall notify the Authority as soon as reasonably possible (and in any event within 2 Working Days), shall promptly remedy such issues, and shall promptly carry out a follow-up remediation test at the Authority’s request.
- 20 The Supplier shall ensure that any consumer-off-the-shelf software used in relation to the IfATE Data or otherwise to deliver the Services is kept up-to-date and subject to mainstream support.
- 21 The Supplier shall procure and implement security patches to address any vulnerabilities in the IT systems used to handle the IfATE Data or to deliver the Services, within a period of time appropriate to the risk the vulnerability presents.
- 22 The Supplier shall not without the prior written agreement of the Authority store any IfATE Data outside of the UK or perform any form of IT management, support or development function from outside the UK. The Supplier shall provide the Authority with full details of any proposal to do so and shall not go ahead with any such proposal without the prior written agreement of the Authority.
- 23 The Supplier shall undergo appropriate security assurance activities as may reasonably be determined by the Authority from time to time and shall support the provision of appropriate evidence of assurance and the production of the necessary

security documentation. This will include obtaining any necessary professional security resources required to support the Supplier's security assurance activities.

- 24 The Supplier shall have in place and maintain a secure system for data exchange sufficient to enable the Supplier to make all required Management Information and Ofqual information returns in relation to the TQ and the Services.
- 25 The Supplier shall ensure that any of their Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company) who could potentially access any IfATE Data meet all of the requirements in this Schedule as they apply to the Supplier and shall contractually enforce such requirements onto any such Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company).

Schedule 10

Business Continuity



Schedule 11

Change Management

Variation Form

| | | |
|---|---|-------------------------------------|
| Variation Form / change control note (CCN) No: | Contract: | Effective Date of Variation: |
| Initiated by: Change requested by [Supplier OR Authority] | | |
| Date of request: | | |
| Period of validity: This Variation Form is valid for acceptance until [DATE]. | | |
| Reason for change: | | |
| Description and impact of the change (including to delivery and performance): | | |
| Time limit for Impact Assessment: | | |
| Required amendments to wording of Contract or Schedules: | | |
| Adjustment to Charges resulting from change: | | |
| Supporting or additional information: | | |
| SIGNED ON BEHALF OF THE AUTHORITY | SIGNED ON BEHALF OF THE SUPPLIER | |
| Signature: | Signature: | |
| Name: | Name: | |
| Position: | Position: | |
| Date: | Date: | |

Schedule 12

Exit Management

PART A: GENERAL

1 Exit Plan

- 1.1 The Supplier shall, within two Months after the Effective Date, deliver to the Authority an initial Exit Plan (adopting and updating the form of plan at Annex 1 to this Schedule 12) that:
 - 1.1.1 sets out the Supplier's proposed methodology for achieving an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract;
 - 1.1.2 complies with the requirements set out in paragraph 1.3 below; and
 - 1.1.3 is otherwise reasonably satisfactory to the Authority.
- 1.2 The Authority shall consider the initial Exit Plan and shall notify the Supplier of any amendments it believes are necessary. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.3 The Exit Plan shall set out, as a minimum:
 - 1.3.1 how the Exit Information will be obtained;
 - 1.3.2 separate mechanisms for dealing with Ordinary Exit, Early Exit and Emergency Exit, with the provisions relating to Early Exit and Emergency Exit prepared on the assumption that the Supplier may be unable to provide the full level of assistance that is required by the provisions relating to Ordinary Exit, and to include in the case of Early Exit and Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance

as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

- 1.3.3 the management structure to be employed during the transfer of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.4 a detailed description of the transfer processes, including a timetable, applicable in the case of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.5 steps the Supplier will take to mitigate the potential for and/or costs of any redundancies (if applicable) of any individual employed by either the Supplier or any Subcontractor in the provision of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit; and
- 1.3.6 without prejudice to the Supplier's obligations elsewhere in this Schedule, the scope of any further termination-related assistance that may reasonably be required by the Authority to achieve an orderly transfer of the Services to the Authority and/or its Replacement Supplier in the case of each of an Ordinary Exit, an Early Exit, and an Emergency Exit.

2 Updates to the Exit Plan

2.1 The Supplier shall review and (if appropriate) update the Exit Plan:

- 2.1.1 following IfATE Approval;
- 2.1.2 at least once every Academic Year;
- 2.1.3 whenever there is a material change to the Services (including any TQ Change); and
- 2.1.4 within 10 Working Days of the service of a Termination Notice,

and consider what changes (if any) are necessary to reflect the current state of the Services and the TQ at the relevant point in time and to ensure that the Exit Plan meets the requirements of this Schedule and is capable of being implemented promptly.

- 2.2 Following each review required under paragraph 2.1, the Supplier shall submit for the Authority's approval a revised draft of the Exit Plan showing any proposed amendments necessary to ensure the Exit Plan continues to meet the requirements of this Schedule. The Authority shall consider each such revised draft and shall notify the Supplier of any further amendments it believes are necessary. The Supplier shall incorporate all reasonable amendments requested by the Authority in a further revised draft of the Exit Plan. If the Parties are unable to agree the contents of a revised Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.3 When the revised Exit Plan is agreed, it shall be signed by both Parties, following which it shall supersede any previous versions of the Exit Plan.

3 Provision of Exit Information

- 3.1 The Supplier shall provide to the Authority the Exit Information (as defined in paragraph 3.2 below) in an appropriate documentary form:
- 3.1.1 within one Month of the date 12 Months prior to the Expiry Date (as extended by any Extension Period);
 - 3.1.2 as soon as reasonably practicable after (and in any event within one Month of) the date of service of a Termination Notice by either Party; and
 - 3.1.3 at the Authority's request on reasonable notice at any point during the Term provided that the Authority shall not make such a request more than twice in any 6 month period.
- 3.2 Subject to paragraph 3.3, the information to be provided under paragraph 3.1 shall include all such information as is reasonably necessary and sufficient to enable the Authority and/or any Replacement Supplier to take over and provide the Services and the TQ following the expiry or termination of this Contract (the "**Exit Information**"), and in particular shall include:
- 3.2.1 details of all Supplier third party contracts or licences used for the provision of the Services (including any Transferable Contracts) including, where applicable, whether such contracts or licences are used by the Supplier to

provide services to other customers of the Supplier, save to the extent these details are subject to an obligation of confidence to a third party that is not part of the Supplier's corporate group;

- 3.2.2 details of all the Intellectual Property Rights used in the provision of the Services or developed as part of the Services;
- 3.2.3 details of any IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 3.2.4 details of any Key Materials and Ancillary Materials;
- 3.2.5 details of any ongoing projects or other work carried out under this Contract; and
- 3.2.6 in respect of all individuals engaged in providing the Services, such information as the Authority may reasonably request (subject, at all times, to any relevant Data Protection Legislation), including in an anonymised format full and accurate details of:
 - (i) the total number of such individuals;
 - (ii) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
 - (iii) their dates of commencement of employment or engagement;
 - (iv) their remuneration and other benefits;
 - (v) their other terms and conditions of employment, as applicable (including their relevant contractual notice periods and any other terms relating to termination of employment, redundancy procedures and redundancy payments);
 - (vi) their job titles and job descriptions;

- (vii) details of any such individuals on long term sickness absence, parental leave, maternity leave, paternity leave or other authorised long-term absence;
- (viii) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (ix) details of who reports to each individual and to whom each individual reports; and
- (x) any collective agreements that apply to them; and

3.2.7 any other material or information reasonably requested by the Authority.

3.3 The Supplier shall not be required to provide in the Exit Information any information that has already been provided to the Authority as part of the Management Information, unless that information has become outdated and/or inaccurate since it was last provided as part of the Management Information.

3.4 Once provided in accordance with paragraph 3.1 above, the Supplier shall provide any updates to the Exit Information to the Authority:

3.4.1 on a Monthly basis (following any Month where there are changes to the Exit Information) following the earliest of the dates referred in to paragraphs 3.1.1 and 3.1.2; and

3.4.2 as soon as reasonably practicable following (and in any case within one Month of) the Authority's reasonable request, provided that the Authority shall not make such a request more than twice in any 6 Month period.

3.5 The Exit Information shall be deemed to be Confidential Information. The Authority shall only use the Exit Information for the Exit Purposes as defined in paragraph 4.2 below, and shall ensure that such Exit Information is only disclosed within the Authority to those individuals who need to know the Exit Information for the Exit Purposes. The Authority may disclose the Exit Information to any Replacement Supplier for the Exit Purposes.

4 Provision of assistance on termination or expiry

4.1 In connection with any expiry or termination of this Contract for whatever reason, the Parties shall perform their respective obligations as stated in the Exit Plan, and without prejudice to the generality of this obligation:

4.1.1 the Supplier shall provide to the Authority and/or any Replacement Supplier (as applicable) all reasonable assistance requested by the Authority for the transfer of the Services and the TQ from the Supplier to the Authority and/or the Replacement Supplier (as applicable) with the minimum of disruption and inconvenience to Students and Stakeholders;

4.1.2 the Supplier shall provide the Authority with:

- (i) a complete copy of all Key Materials;
- (ii) a complete copy of any Ancillary Materials that have not previously been provided or that have been updated since they were last provided; and
- (iii) at the Authority's request, further copies of any Ancillary Materials previously provided;

4.1.3 the Supplier shall provide the Authority or, at the Authority's request, any Replacement Supplier, with a copy of all IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;

4.1.4 the Supplier shall provide any additional information reasonably required by the Authority to understand and access any data or information provided by the Supplier; and

4.1.5 at the Authority's request, the Supplier shall enter into a period of parallel running of the Services alongside the running of any Replacement Services and shall use its reasonable endeavours to facilitate a phased transfer of the Services to the Authority and/or any Replacement Supplier (but only where that phased transfer does not impact on the Supplier's ability to

deliver the Services that it remains responsible for providing under this Contract).

- 4.2 Without prejudice to the terms of clause 12 (*Intellectual Property Rights*), the Supplier hereby grants to the Authority a worldwide, royalty free licence (with a right to sublicense to any Replacement Supplier) to use any information, data, software or materials referred to in the Exit Information or provided by the Supplier or its Subcontractors in the performance of the Supplier's obligations under this paragraph 4. The Authority and any Replacement Supplier sub-licensees may only use such information, data, software and materials for such purposes and for such period as is reasonably necessary to ensure an orderly transfer of the Services to the Authority or a Replacement Supplier that minimises disruption and inconvenience to Students and Stakeholders ("**Exit Purposes**").
- 4.3 In the event of an Emergency Exit, the Supplier shall grant or procure the grant to the Authority and any Replacement Supplier the right during any Transition Period and on termination of this Contract to access and use the IT systems used by the Supplier (including software and databases) insofar as such access and use is necessary in order to enable an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the termination of this Contract, and the Supplier shall provide such access, information and credentials as are required for the Authority and/or Replacement Supplier to access such systems for such purposes.

5 Transferable Contracts

- 5.1 During the period beginning 6 Months prior to the End Date or following the service of a Termination Notice by either party, the Supplier shall not without the Authority's prior written consent terminate, enter into or vary:
- 5.1.1 any Transferable Contract; or
- 5.1.2 any other Sub-Contract, except to the extent such change does not or will not affect the provision of the Services or the Charges.
- 5.2 On expiry or termination of this Contract for any reason, the Supplier shall at the Authority's request assign, novate or procure the novation of the Supplier's interest in the Transferable Contracts to the Authority or a Replacement Supplier.

6 Costs of assistance on termination or expiry

6.1 Save in respect of the provision of the Services (for which the Supplier shall continue to be remunerated in accordance with Schedule 6 (*Pricing Schedule*)):

6.1.1 where the Contract is terminated by the Authority as a result of a Supplier Termination Event under clause 14.3 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Supplier, the Parties' costs of compliance with paragraph 4 shall be borne by the Supplier; and

6.1.2 where the Contract is terminated by the Supplier under clause 14.5 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Authority, the Parties' costs of compliance with paragraph 4 shall be borne by the Authority.

6.2 References to "**costs**" in paragraph 6.1 shall be deemed to refer only to direct, reasonable and verifiable costs (which, in the case of the Supplier, shall be calculated in accordance with the Rate Card). Both Parties shall use all reasonable endeavours to mitigate such costs and, to the extent reasonably practicable, each Party shall notify and obtain the consent of the other Party before incurring any costs for which the other Party would be liable under paragraph 6.1.

6.3 Subject to paragraph 6.1, each Party shall bear its own costs of compliance with this Schedule.

7 General

7.1 The Supplier warrants to the Authority that all the information provided under paragraphs 3 and 4 shall conform to the requirements of this Contract or, where there are no such requirements, shall be prepared in accordance with Good Industry Practice.

7.2 Except as otherwise stated in the Exit Plan:

7.2.1 the obligations in paragraphs 4 and 5 shall be in addition to, and not in substitution for, the provision of the Services; and

- 7.2.2 subject to the continued payment of the Charges in accordance with the terms of this Contract, the Supplier shall continue to provide, and the Authority shall continue to receive, the Services during the Term in accordance with the terms and conditions of this Contract.

PART B: EMPLOYMENT

8 Employment exit provisions

- 8.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part ("**Subsequent Transfer**"). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the Relevant Transfer Date.
- 8.2 The Supplier shall and shall procure that any Subcontractor shall on receiving notice of termination of this Contract or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services, the Supplier's Provisional Supplier Personnel List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to each individual listed on the Supplier's Provisional Supplier Personnel List. The Supplier shall notify the Authority of any material changes to this information as and when they occur.
- 8.3 At least 28 days prior to the Relevant Transfer Date, the Supplier shall and shall procure that any Subcontractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Supplier Personnel List, which shall be complete and accurate in all material respects. The Supplier's Final Supplier Personnel List shall identify which of the Supplier's and Subcontractor's personnel named are Relevant Employees.
- 8.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for

any services that are substantially the same type of services as (or any part of) the Services.

- 8.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information ("**TUPE Information**") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Supplier Personnel List.
- 8.6 The Supplier shall and shall procure that any Subcontractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 8.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the 12 months prior to the Expiry Date and/or the period following the date of service of a Termination Notice by either Party, shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Subcontractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.
- 8.8 In the 12 months prior to the Expiry Date and the period following the date of service of a Termination Notice by either Party, the Supplier shall not and shall procure that any Subcontractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Supplier Personnel List, their remuneration, or make any other change in the terms and conditions of those employees without the Authority's prior written consent.
- 8.9 The Supplier shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Supplier's Personnel, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance, pension contributions and otherwise, up to the Relevant Transfer Date.
- 8.10 The Supplier shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Supplier against all Employee Liabilities relating to:

- 8.10.1 any person who is or has been employed or engaged by the Supplier or any Subcontractor in connection with the provision of any of the Services;
or
- 8.10.2 any trade union or staff association or employee representative,

arising from or connected with any failure by the Supplier and/or any Subcontractor to comply with any legal obligation, and whether any such claim arises or has its origin before or after the Relevant Transfer Date.
- 8.11 The Authority will and/or shall ensure that any Replacement Supplier will indemnify and keep indemnified in full the Supplier against any liability to the extent only arising from any failure by the Authority and/or any Replacement Supplier to comply with their obligations under TUPE.
- 8.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 8.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply in respect of paragraph 8.2 to paragraph 8.10 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under the Contracts (Rights of Third Parties) Act 1999.
- 8.14 Despite paragraph 8.13, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Schedule 12: Annex 1 – Exit Plan

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. [REDACTED]

Schedule 13

Form of Guarantee

NOT USED

Schedule 14

Form of Assignment and Licence

DATED

**THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION**

and

[Supplier]

**INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
[xxx] T LEVEL TECHNICAL
QUALIFICATION**

THIS ASSIGNMENT AND LICENCE is made on

BETWEEN:

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (2) **[SUPPLIER NAME]**, a company registered in England and Wales (company registration number: *[insert number]*), whose registered office is at *[insert address]* ("**Supplier**"),

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

BACKGROUND TO THIS ASSIGNMENT AND LICENCE

- (A) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("**TQ**") for the **[xxxx]** T Level ("the **TQ Agreement**").
- (B) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (C) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

1 Assignment and Licence start, formation and interpretation

- 1.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 1.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 1.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with

the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.4 In this Assignment and Licence, unless the context otherwise requires:

- 1.4.1 the singular includes the plural and vice versa;
- 1.4.2 reference to a gender includes the other gender and the neuter;
- 1.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 1.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
- 1.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

- 1.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.
- 1.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

“**Ancillary Materials**” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) data on Student credits;
- (f) data on Student appeals;
- (g) data on special considerations for Students;
- (h) Assessment Strategy;
- (i) Student registrations;
- (j) draft materials in preparation for forthcoming assessments;
- (k) key date schedule (forthcoming assessments);

- (l) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ; and
- (m) materials from completed assessments, such as completed Students' examination answer booklets.

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as resits, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

“Deliverables” means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Effective Date” means the date on which the last Party to sign has signed this Assignment and Licence;

“Final Approval Milestone” has the meaning given in the TQ Agreement;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

“Indemnifier” means a Party from whom an indemnity is sought under this Assignment and Licence;

“Insolvency Event” means:

(a) in respect of a company:

- (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively

for the purpose of, a bona fide reconstruction or amalgamation);
or

- (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (a) specifications of content for the TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) updates or redevelopments of specifications of content;
- (g) updates and redevelopments of any Key Materials; and
- (h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

“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 Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“New IPR” means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or

(b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Product” has the meaning given in the TQ Agreement;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

“Replacement Services” means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” has the meaning given in the TQ Agreement;

“Required Insurances” has the meaning given in the TQ Agreement;

“Services” means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“TQ Agreement” has the meaning given in recital A (above);

“Transparent” means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

2 Assignment

2.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

2.1.1 the creation of any relevant materials known to be Key Materials;

2.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and

2.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.

2.2 Key Materials are relevant course documents for the purposes of section A2DA(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred

to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009.

3 Licences to the Authority

3.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 12.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:

3.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

3.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:

- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and

3.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and

3.1.4 to sub-license others to exercise the rights set out in this clause 3.1.

3.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (l) of the definition of Ancillary Materials (being "*lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary*

for the conduct and quality assurance of assessments for the TQ") only for the purposes of planning for or executing an Emergency Exit.

4 Licence to the Supplier

- 4.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 12.13 and 12.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

5 Warranties and representations

- 5.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
- 5.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 12.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;
 - 5.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;
 - 5.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
 - 5.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
 - 5.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

- 5.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 5.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 5.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 5.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

6 Indemnity

- 6.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 6.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
 - 6.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
 - 6.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

7 Moral rights

- 7.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the

Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

8 Ending or extending the Assignment and Licence

8.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.

8.2 If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):

8.2.1 a Default incapable of remedy;

8.2.2 a Default capable of remedy that is not corrected within 30 days; and

8.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

9 Claims against third parties

9.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

10 Further assurance

10.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:

- 10.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 10.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 10.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 10.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 10.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
 - 10.4.1 take any action that this Assignment and Licence requires the Supplier to take;
 - 10.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
 - 10.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 10.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

11 How much each Party can be held responsible for

- 11.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 11.2 No Party is liable to the other for:
- 11.2.1 any indirect Losses; or
 - 11.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
- 11.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - 11.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 11.3.3 any liability that cannot be excluded or permitted by Law.
- 11.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 11.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

12 Invalid parts of this Assignment and Licence

- 12.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

13 No other terms apply

- 13.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 13.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

14 Other people's rights in this Assignment and Licence

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

15 Relationships created by this Assignment and Licence

- 15.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

16 Giving up contract rights

- 16.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

17 Transferring responsibilities

- 17.1 The Supplier must not assign this Assignment and Licence without Approval.
- 17.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 17.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.

- 17.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

18 How to communicate about this Assignment and Licence

- 18.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 18.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Head of Commercial Delivery Management (xxx@education.gov.uk) and the Head of Legal (xxx@education.gov.uk) at the Authority.
- 18.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

19 Dealing with claims

- 19.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 19.2 At the Indemnifier's cost the Beneficiary must both:
- 19.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 19.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 19.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 19.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 19.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

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

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

19.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

19.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

20 Resolving disputes

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

20.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.

20.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

20.3.1 determine the Dispute;

20.3.2 grant interim remedies, or any other provisional or protective relief.

20.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 20.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.
- 20.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

21 Which law applies

- 21.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

ANNEX

IPR Assurance Certificate

This certificate is given pursuant to clause 12.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).¹

Guidance:

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

Purpose of this certificate: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

Supplier Declaration:

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below², comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority;
and/or

- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

Key Materials

¹ The parties have agreed to replace the certificate in the form set out in the Annex to Schedule 14 of the Contract with this completed version, which lists Deliverables that are being made available to the Authority. For the avoidance of doubt, an additional completed version of this certificate may be produced for a Deliverable in the event that the Deliverable is updated and made available to the Authority. No Deliverable(s) listed on this and any other certificate shall be removed or replaced unless otherwise specified by the Authority.

² If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

Table 1

| TQ Deliverable | Component | Filename/Title | Version | Date submitted | Key Material Applicable Rights |
|--|--|---|---|---|---|
| Set out the Product / Deliverable name (e.g. "TQ Specification", "Specimen Assessment Materials", "Guide Standard Exemplification Materials" | E.g. "Core", Occupational Specialism "title/name", | Filename as saved / visible to end users who will download the file | Version number as submitted and recorded on the Deliverable | Date the final version was submitted to the Authority | Set out elements which are Key Materials, or confirm "entire Deliverable" |
| | | | | | |

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

Ancillary Materials

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

Table 2

| TQ Deliverable | Component | Filename/Title | Version | Date submitted | Ancillary Material Applicable Rights |
|--|--------------------------------|---|---|---|---|
| Set out the Product / Deliverable name (e.g. "Assessment Strategy" | Record "N/A" if not applicable | Filename as saved / visible to end users who will download the file | Version number as submitted and recorded on the Deliverable | Date the final version was submitted to the Authority | Set out elements which are Ancillary Materials, or confirm "entire Deliverable" |
| | | | | | |

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Name

Position

Date

Signed by

CITY AND GUILDS OF LONDON INSTITUTE

Director:[*Insert/print name*]

Signature:

Signed by

THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

Director:[*Insert/print name*]

Signature:

Schedule 15

Monitoring of Performance

1 Self monitoring

- 1.1 The Supplier shall monitor its performance of the Services (other than the Initial Development Services) and (where applicable) the supply of the Products against each KPI (in the manner set out in paragraph 1.2) and shall deliver to the Authority Authorised Representative the Operational Delivery Report in accordance with paragraph 3 (*Operational Delivery Report and Performance Review Meetings*).
- 1.2 The Supplier shall, in respect of each KPI, apply the applicable Performance Monitoring Methodology to such KPI to assess the Supplier's performance of such relevant KPI during the relevant Performance Monitoring Period.

2 What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Services and (where applicable) supply the Products to meet or exceed the Target Service Level for each KPI.
- 2.2 If, in any Contract Month in which a Performance Monitoring Period for a KPI ends, the Supplier fails to achieve the Target Service Level for that KPI ("**Service Failure**"), the Supplier shall submit to the Authority (as part of the Operational Delivery Report for that Contract Month) for Approval an improvement plan ("**KPI Improvement Plan**") setting out:
- 2.2.1 the reasons for such Service Failure; and
- 2.2.2 what steps the Supplier proposes to take to:
- (i) mitigate the impact of the Service Failure;
 - (ii) rectify the event, matter or circumstance giving rise to the Service Failure (including details of the proposed timings for such rectification); and
 - (iii) prevent the Service Failure from recurring.

2.3 The Authority shall (as soon as reasonably practicable following receipt of the KPI Improvement Plan) either:

2.3.1 confirm to the Supplier that the KPI Improvement Plan is Approved and following receipt of such Approval the Supplier shall:

- (i) carry out and complete all of the actions in accordance with the approved KPI Improvement Plan; and
- (ii) report on its progress against such KPI Improvement Plan in each and every Performance Review Meeting which occurs whilst the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and completing the actions in accordance with the KPI Improvement Plan; or

2.3.2 confirm to the Supplier that the Authority is not satisfied with the KPI Improvement Plan and/or that the steps proposed by the Supplier in the KPI Improvement Plan will address the matters referred to in paragraph 2.2.1, in which case the provisions of clause 13.2 (*What may happen if there are issues with your provision of the Services*) shall apply.

2.4 Where:

2.4.1 the Supplier fails to provide a KPI Improvement Plan in accordance with paragraph 2.2; or

2.4.2 following Approval by the Authority of the KPI Improvement Plan in accordance with paragraph 2.3, the Supplier fails to carry out and/or complete the actions in accordance with the KPI Improvement Plan (as Approved),

then such failure shall be deemed to be a Critical Service Failure.

3 Operational Delivery Report and Performance Review Meetings

3.1 Within 5 Working Days after the end of each Contract Month, the Supplier shall deliver to the Authority Authorised Representative the Operational Delivery Report in respect of the performance by the Supplier of the Services (and (where applicable) the supply

of the Products) during the Contract Month just ended together with updated versions (meeting, where applicable, all of the requirements of the relevant Product Description) of the following:

- 3.1.1 the Implementation Plan;
- 3.1.2 the Resource Plan;
- 3.1.3 the Risk Register;
- 3.1.4 the Issues Log;
- 3.1.5 the Assessment Strategy; and
- 3.1.6 any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time.

3.2 Within 5 Working Days of receipt by the Authority Authorised Representative of the Operational Delivery Report for the relevant Contract Month, the Parties shall attend a meeting to discuss the content of the relevant Operational Delivery Report (the **“Performance Review Meeting”**) at such location and time (within normal business hours) as the Authority shall reasonably require and such Performance Review Meeting shall:

- 3.2.1 be attended by the Authority Authorised Representative and the Supplier Authorised Representative and/or such other senior representatives of either Party as the Authority Authorised Representative and/or the Supplier Authorised Representative shall reasonably require (having regard to the matters to be discussed at the relevant Performance Review Meeting); and
- 3.2.2 be fully minuted by the Supplier and the minutes shall be circulated by the Supplier to all attendees at the relevant Performance Review Meeting (and any other recipients agreed at the relevant meeting) as soon as reasonably practicable following the relevant Performance Review Meeting.

3.3 The minutes of the preceding Contract Month's Performance Review Meeting will be agreed and signed by both the Authority Authorised Representative and the Supplier Authorised Representative at the next following Performance Review Meeting.

3.4 Without prejudice to clause 9 (*Record keeping, monitoring and reporting*), the Supplier shall provide to the Authority such additional information and/or documentation as the Authority may reasonably require in order to verify the Supplier's compliance with its obligations under this Contract, including to verify:

3.4.1 whether a Service Failure has occurred; and/or

3.4.2 the level of the performance by the Supplier of the whole or any part of the Services and (where applicable) the supply of the Products,

and the Supplier shall provide such information and/or documentation within such time period as the Authority shall reasonably specify at the time of making the request for such information and/or documentation.

Schedule 15: Annex 1 – Key Performance Indicators

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|---|--|--|--|---|---|
| 1.The Supplier has in place clear and TQ specific arrangements to approve Eligible Providers and monitor Approved Providers and (i) completes the relevant processes for approval quickly upon application and (ii) carries out the required monitoring | TQ Provider approval and monitoring services – paragraph 3 | (i) 100% of applications from Eligible Providers decided within 30 Working Days of receipt of application; and (ii) Supplier has carried out the required monitoring in accordance with the Implementation Plan and/or the Assessment Strategy. | Each Contract Month following IfATE Approval | Management Information in relation to: (i) Eligible Providers that have applied for approval and in respect of which a decision has been made; and (ii) details of monitoring undertaken. | Performance measurement will include Eligible Providers new to the Supplier as well as the Supplier's existing Eligible Providers who have applied to have their approval extended to include the TQ. |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--|--|---|---|--|---|
| 2.Supplier has ensured that Approved Providers are clear about what they are expected to teach and to what standard of attainment, and about how Students will be assessed | Initial TQ deliverables and development services – paragraph 2 TQ Provider support services – paragraph 4 TQ live assessment design and delivery – paragraph 6 | 80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale (where 5 = very clear 4 = mostly clear 3 = moderately clear 2 = mostly unclear 1 = not clear at all) | Termly from [September 2023] | The Authority shall undertake or commission a survey of Approved Providers delivering the TQ | Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 50% of those surveyed to be valid |
| 3.Queries from Eligible Providers and Approved Providers (other than those related to KPI 4 and KPI 11) are satisfactorily resolved | Initial TQ deliverables and development services – paragraph 2 TQ Provider approval and monitoring services – paragraph 3 | Queries raised by letter and other forms of electronic correspondence: 90% resolved within 10 Working Days; remaining 10% resolved | Each Contract Month from the Effective Date | Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. | The required resolution time commences on and from the Working Day on which the relevant query is received by the Supplier |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--|--|--|---|---|--|
| in accordance with the Target Service Level | TQ Provider support services – paragraph 4 Student registration and student entry – paragraph 5 TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9 | within 15 Working Days; and Queries raised through telephone calls: 90% resolved within 2 Working Days; remaining 10% resolved within 10 Working Days | | This must include relevant information that closed queries have been satisfactorily resolved. | Percentage of queries that are resolved in accordance with the applicable Target Service Level |
| 4. Formal complaints made about the Services are satisfactorily resolved (i) in accordance with the timescales set out in the Implementation Plan ³ or (ii) where complaints are received solely by the | Initial TQ deliverables and development services – paragraph 2 TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 | 100% of formal complaints are resolved within: (i) the relevant timescales detailed in the Implementation Plan; or | Each Contract Month from the Effective Date | Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that complaints | The required resolution time commences on and from the Working Day on which the relevant complaint is received by the Supplier. Percentage of complaints that are satisfactorily resolved |

³ The Supplier Response should detail the Supplier's proposals for resolving formal complaints.

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--|--|--|-------------------------------|--|---|
| Department, ESFA or the Authority, within the timescales reasonably required by the Department, ESFA or the Authority at the time of notifying the Supplier of such complaints | Student registration and student entry – paragraph 5 TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9 | (ii) the timescales specified by the Department, ESFA or the Authority, (as the case may be). | | have been satisfactorily resolved. | within the applicable Target Service Level. Any complaints received solely by the Department, ESFA or the Authority, in relation to the Services, shall be deemed to have been received by the Supplier on the date on which the Supplier is notified of the complaint by the Department, ESFA or the Authority. |
| 5.Approved Providers are satisfied with the quality of the Provider Services | TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 | 80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale (where 5 = very satisfied | Termly from [September 2023] | The Authority shall undertake or commission a survey of Approved Providers delivering the TQ | Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 50% of |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|---|---|---|--|--|--|
| | <p>Student registration and student entry – paragraph 5</p> <p>TQ live assessment design and delivery – paragraph 6</p> <p>TQ Post-Results Services – paragraph 9</p> | <p>4 = satisfied</p> <p>3 = neither satisfied nor dissatisfied</p> <p>2 = dissatisfied</p> <p>1 = very dissatisfied).</p> | | | those surveyed to be valid. |
| 6.A sufficient number of appropriately qualified and trained Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) are available to assess (or Moderate, if applicable) Student assessment evidence when required in accordance with the | TQ live assessment design and delivery – paragraph 6 | 100% of appropriately qualified and trained Assessors (and Moderators, if applicable) are available in accordance with the Implementation Plan and/or the Resource Plan (as the case may be). | Each Contract Month from (and including) [August 2023] | Management Information in relation to Assessor (and Moderator, if applicable) actual recruitment, training, and retention against the details set out in the Implementation Plan and Resource Plan (as the case may be). | Performance will be measured against the number of Assessors (and Moderators, if applicable) that are envisaged as being trained and available as detailed in the Implementation Plan and/or the Resource Plan (as the case may be). |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--|--|---|---|---|---|
| Implementation Plan and/or the Resource Plan (as the case may be) | | | | | |
| 7. The TQ Live Assessment Materials (as defined in the Service Requirements) are high quality and developed in accordance with the Assessment Strategy | TQ live assessment design and delivery – paragraph 6 | That part of the Assessment Strategy that relates to the development of the TQ Live Assessment Materials has been fully complied with; and TQ Live Assessment Materials are 100% free of errors that could affect clarity about requirements for Students. | Each Contract Month from IfATE Approval | Management Information in relation to: (i) progress against and compliance with the relevant part of the Assessment Strategy; and (ii) any errors reported in TQ Live Assessment Materials. | Review of Supplier self-reporting Identification of any reported errors in TQ Live Assessment Materials. |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|---|--|---|--|--|---|
| 8. Student assessment evidence is accurately assessed and processed for grading and awarding in accordance with the relevant parts of the Assessment Strategy and the Implementation Plan | TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7 | Assessing of Student assessment evidence is conducted in accordance with the relevant parts of the Assessment Strategy; and 100% of Students' assessments are marked and processed in accordance with the relevant parts of the Implementation Plan. | Each Contract Month from [September 2023] until the end of the Term | Management Information in relation to compliance with the relevant parts of the Assessment Strategy and the relevant parts of the Implementation Plan. | Review of Supplier self-reporting. |
| 9. Grade Standard Exemplification Materials are validated by Employers | TQ live assessment design and delivery – paragraph 6 | At least 5 Employers in each relevant Occupational | In October in each Academic Year following the first grade awarding but in | Evidence of validation from Employers relevant to the Occupational Specialist Components that validate | Validation means that Employers relevant to the Occupational Specialist Components judge that the Grade |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--------------------------|--|---------------------------|---|--|---|
| | TQ Grade awarding – paragraph 7 | Specialist Component. | any event no later than from [October 2025] | <p>the Grade Standard Exemplification Materials.</p> <p>The Supplier may use its existing network of Employers, but it must ensure a turnover of Employers each Academic Year, with no Employer repeated more than once.</p> <p>For each Occupational Specialist Component, validations are required from at least two Employers each Academic Year who did not submit evidence of validation in the previous Academic Year.</p> | <p>Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials.</p> <p>Review by the Authority of the evidence of validation from Employers.</p> |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|---|--|--|--|--|--|
| 10. Student assessment results are submitted to the Authority (or its nominee (as applicable)) by the relevant date(s) set out in the Key Dates Schedule | TQ Grade awarding – paragraph 7 TQ Results – paragraph 8 | 100% of results are submitted to the Authority (or its nominee) by the date(s) set out in the relevant Key Dates Schedule. | Each Contract Month from [September 2023] until the end of the Term | Results have been received by the Authority (or its nominee (as applicable)) in the required format. | Receipt of the results by the relevant date(s) in the relevant Key Dates Schedule. |
| 11. Post-Results Services (excluding the issuing of revised assessment results, which is covered by KPI 10) are delivered in accordance with the relevant part of the Assessment Strategy | TQ Post-Results Services – paragraph 9 | 100% of the Post-Results Services are carried out and completed in accordance with the relevant part of the Assessment Strategy. | Each Contract Month from (and including) [August 2023] until the end of the Term | Management Information in relation to compliance with the relevant part of the Assessment Strategy. | Review of self-reporting. |
| 12. Submission to the Authority of: (i) all Management Information in | TQ Provider approval and monitoring services – paragraph 3 | 100% for timeliness of the submission of all Management Information and all required (including | Each Contract Month from the Effective Date | Management Information and updated versions of the Products and/or other documents referred to in column one are received by | Review of self-reporting. |

| KPI (desired outcome) | Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services) | Target performance levels | Performance Monitoring Period | Evidence of performance | Measurement methodology |
|--|--|--|-------------------------------|---|-------------------------|
| <p>accordance with the requirements of Service Requirement 9 in Part 2 of the Service Requirements; and</p> <p>(ii) updated versions of all required Products in accordance with clause 5.5.1(i) and/or paragraph 3 of Schedule 15 (as the case may be); and</p> <p>(iii) where requested by the Authority, updated versions of all requested Products and/or other documents in accordance with clause 5.5.1(ii).</p> | <p>Student registration and student entry – paragraph 5</p> <p>Reporting – paragraph 10</p> | <p>requested) Products and/or other documents; and</p> <p>100% for completeness of all:</p> <p>(i) Management Information; and</p> <p>(ii) required Products (not including requested Products).</p> | | <p>the Authority by the date required by this Contract.</p> <p>Management Information is accurate and complete and covers all relevant information, data and reports as specified in the Management Information and reporting requirements.</p> <p>Updated versions of the Products referred to in column one include all relevant updates.</p> | |

Schedule 16

Logos and Trademarks – T Level Trade Mark Licence

1 Interpretation

The definitions and rules of interpretation in this paragraph apply in this T Level Trade Mark Licence, in addition to the definitions and rules of interpretation in Schedule 1 to this Contract.

1.1 Definitions:

“Approved Provider” means an Eligible Provider (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) that has been granted Provider Approval (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 of this Contract (*Interaction with Providers*).

“Brand Licensed Material” means any instance of a Brand Licensed Product or Service in material form, including as an electronic copy or any other electronic form, and any promotional or marketing material relating to any Brand Licensed Product or Service;

“Brand Licensed Product or Service” means any products or services listed as such in Appendix 1 (and **“Brand Licensed Products”** and **“Brand Licensed Services”** means such Products or Services respectively;

“Mandatory Marked Material” is material of the type identified in Appendix 1 (and to which the Mark must be applied);

“Mark” means the trade mark(s) set out in Appendix 2, including the listed registrations and applications and any registrations which may be granted pursuant to those applications and the related trade marks, devices and get-ups that may be notified in writing by the Authority to the Supplier from time to time;

“Marked Material” means any Brand Licensed Material or other material in or on which the Mark is used.

2 Grant

- 2.1 The Authority hereby grants to the Supplier a non-exclusive licence to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.2 The Supplier may, subject to the prior written approval of the Authority and paragraph 11, sublicense (without the right to further sublicense) each Approved Provider of the TQ to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.3 Any use of the Mark in accordance with paragraph 2.1 or 2.2 shall be strictly in accordance with the T Level Branding Guidelines and, when using the Mark, the Supplier shall fully comply with, the T Level Branding Guidelines.
- 2.4 Subject to paragraph 2.2, the Supplier shall have no right to sublicense use of the Mark.

3 Application of the Mark

- 3.1 The Supplier shall use the Mark, in accordance with this Schedule, on all Mandatory Marked Materials.
- 3.2 Subject to clause 12.10 (*Intellectual Property Rights*) of the Contract and paragraph 3.3 below, apart from the Mark, no other trade mark or logo may be affixed or used in a manner in which it may be seen to be used as a trade mark or designation of origin in relation to any Brand Licensed Products or Services or in or on any Brand Licensed Materials.
- 3.3 The Supplier may, subject to the prior written agreement of the Authority, authorise each Approved Provider of the TQ sublicensed in accordance with paragraph 2.2 to use the Approved Provider's name, logos, trademarks and/or other signs which refer to the Approved Provider on Brand Licensed Products or Services or Brand Licensed Materials on the same terms as, and subject to compliance with clauses 12.10 and

12.11 (*Intellectual Property Rights*) of the Contract (and clauses 12.10 and 12.11 shall apply *mutatis mutandis* to such Approved Provider).

- 3.4 The Supplier shall procure that the Mark, when used in or on any Brand Licensed Materials, shall be clearly and reasonably prominently identified as a trade mark of the Authority, in such manner as is set out in the T Level Branding Guidelines, or with any other statement as notified by the Authority to the Supplier.
- 3.5 The Supplier shall comply strictly with the directions of the Authority regarding the form and manner of the application of the Mark, including the directions contained in the T Level Branding Guidelines.
- 3.6 The Supplier shall, on written request from the Authority or as otherwise provided in the T Level Branding Guidelines, provide samples of all proposed Marked Materials.
- 3.7 The Supplier shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

4 Title, goodwill and registrations

- 4.1 The Supplier acknowledges that the Authority is the owner of the Mark.
- 4.2 Any goodwill derived from the use by the Supplier of the Mark shall accrue to the Authority. The Authority may, at any time, call for a document confirming the assignment of that goodwill and the Supplier shall immediately execute it.
- 4.3 The Supplier shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Authority, or that may invalidate or jeopardise any registration of the Mark.
- 4.4 The Supplier shall not apply for, or obtain, registration of the Mark in any country for any goods or services.
- 4.5 The Supplier shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark for any goods or services.

5 Quality control

- 5.1 The Supplier shall comply with the specifications and standards relating to the Brand Licensed Products or Services which are specified in the Contract.
- 5.2 The Supplier shall promptly provide the Authority with copies of all communications relating to the Mark with any regulatory, industry or other authority.
- 5.3 The Supplier shall permit, and shall use its best endeavours to obtain permission for, the Authority at all reasonable times and on reasonable notice to enter any place used for the production, storage or distribution of the Marked Materials to inspect the Marked Materials in relation to compliance with this T Level Trade Mark Licence.
- 5.4 Without prejudice to any other rights of the Authority, in the event that the Authority finds that any sample of Marked Materials does not meet the requirements of this T Level Trade Mark Licence, it may give notice to the Supplier, and the Supplier shall take all reasonable steps to correct any deficiency as soon as reasonably practicable (having regard to constraints of the academic timetable).

6 Marketing, advertising and promotion

- 6.1 The Supplier undertakes to ensure that its advertising, marketing and promotion of Brand Licensed Products or Services shall in no way reduce or diminish the reputation, image and prestige of the Mark.

7 Recordal of licence

- 7.1 The Authority may, at its own cost, record the licence granted to it in paragraph 2 in the relevant registries against any registrations and applications for registration of the Marks.
- 7.2 The Supplier shall, at the Authority's request, execute a formal licence in such form and provide such other assistance as may be required for the purpose of such recordal.

8 Protection of the Mark

- 8.1 The Supplier shall immediately notify the Authority in writing giving full particulars if any of the following matters come to its attention:

- 8.1.1 any actual, suspected or threatened infringement of the Mark;
 - 8.1.2 any actual or threatened claim that the Mark is invalid;
 - 8.1.3 any actual or threatened opposition to the Mark;
 - 8.1.4 any claim made or threatened that use of the Mark infringes the rights of any third party;
 - 8.1.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Supplier under this T Level Trade Mark Licence; or
 - 8.1.6 any other form of attack, charge or claim to which the Mark may be subject.
- 8.2 In respect of any of the matters listed in paragraph 8.1:
- 8.2.1 the Authority shall, in its absolute discretion, decide what action if any to take;
 - 8.2.2 the Authority shall have exclusive control over, and conduct of, all claims and proceedings;
 - 8.2.3 the Supplier shall not make any admissions other than to the Authority and shall provide the Authority with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - 8.2.4 the Authority shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- 8.4 Nothing in this T Level Trade Mark Licence shall constitute any representation or warranty that:
- 8.4.1 any registration comprised in the Mark is valid;

8.4.2 any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or

8.4.3 the exercise by the Supplier of rights granted under this T Level Trade Mark Licence will not infringe the rights of any person.

9 Liability, indemnity and insurance

9.1 Nothing in this paragraph shall impose or create any liability of the Supplier to the Authority for use in England of the Mark on or in respect of Mandatory Marked Materials in accordance with the terms of this T Level Trade Mark Licence.

9.2 To the fullest extent permitted by law, the Authority shall not be liable to the Supplier for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other loss of profits, business or goodwill) arising from the Supplier's exercise of the rights granted to it under this T Level Trade Mark Licence.

9.3 Save as provided in paragraph 9.1, the Supplier indemnifies the Authority against all Loss to the Authority arising out of or in connection with the Supplier's exercise of its rights granted under this T Level Trade Mark Licence, including any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith, other than where any such Loss and/or claim arises exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

10 Additional Supplier obligations

10.1 The Supplier shall:

10.1.1 only make use of the Mark for the purposes authorised in this T Level Trade Mark Licence; and

10.1.2 comply with all regulations and practices in force or use in any territory to safeguard the Authority's rights in the Mark.

10.2 The Supplier shall not, nor directly or indirectly assist any other person to:

- 10.2.1 use the Mark except as permitted under this T Level Trade Mark Licence;
or
 - 10.2.2 do or omit to do anything to diminish the rights of the Authority in the Mark
or impair any registration of the Mark.
- 10.3 The Supplier acknowledges and agrees that the exercise of the licence granted to the Supplier under this T Level Trade Mark Licence is subject to all applicable laws, enactments, regulations and other similar instruments in any territory, and the Supplier understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

11 Sub-licensing

- 11.1 The Supplier shall have the right to grant to Approved Providers a sub-licence of any of its rights under this T Level Trade Mark Licence provided that:
- 11.1.1 the Supplier shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this T Level Trade Mark Licence (except that the sub-licensee shall not have the right to sub-license its rights) and the Supplier shall provide the Authority with a copy of the sub-licence on request and the Authority may require that any such sublicense includes the Authority as a party, and that the Authority is entitled to enforce its terms;
 - 11.1.2 all sub-licences granted shall terminate automatically on termination or expiry of this T Level Trade Mark Licence; and
 - 11.1.3 the Supplier shall be liable for all acts and omissions of any sub-licensee in relation to such sub-licence and indemnifies the Authority against all Losses incurred or suffered by the Authority, or for which the Authority may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee in relation to such sub-licence, other than to the extent any such Losses arise exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

12 Duration and termination

- 12.1 This T Level Trade Mark Licence shall commence on the Effective Date and shall continue for the Term.
- 12.2 Without affecting any other right or remedy available to it under this T Level Trade Mark Licence or the Contract, the Authority may terminate this T Level Trade Mark Licence in respect of any Brand Licensed Product or Service with immediate effect by giving notice to the Supplier if:
- 12.2.1 the Supplier commits a material breach of any term of this T Level Trade Mark Licence in respect of such Brand Licensed Product or Service which breach is irremediable, or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- 12.2.2 the Supplier repeatedly breaches any of the terms of this T Level Trade Mark Licence in respect of relevant Brand Licensed Products or Services or Brand Licensed Materials in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this T Level Trade Mark Licence; or
- 12.2.3 the Supplier challenges the validity of the Mark.

For the purposes of paragraph 12.2.1, **material breach** means a breach that is serious in the widest sense or of any of the obligations set out in paragraphs 3, 4.3, 4.4, 4.5, 5, 6.1, 10.1 or 11.1. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13 Consequences of termination

- 13.1 On expiry or termination of this T Level Trade Mark Licence for any reason and subject to any express provisions set out elsewhere in this T Level Trade Mark Licence:
- 13.1.1 all rights and licences granted pursuant to this T Level Trade Mark Licence shall cease;
- 13.1.2 the Supplier shall cease all use of the Mark save as set out in this paragraph 13;

- 13.1.3 the Supplier shall co-operate with the Authority in the cancellation of any licences registered pursuant to this T Level Trade Mark Licence and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;
 - 13.1.4 the Supplier shall promptly deliver up to the Authority (or at the Authority's option, destroy) at the Supplier's expense all copies of promotional material which is Marked Material or otherwise bears any Mark as a designation of origin; and
 - 13.1.5 any provision of this T Level Trade Mark Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this T Level Trade Mark Licence shall remain in full force and effect.
- 13.2 Termination or expiry of this T Level Trade Mark Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the T Level Trade Mark Licence which existed at or before the date of termination or expiry.

Schedule 16 Appendix 1

Brand Licensed Products or Services

Those products and services identified as such in the T Level Branding Guidelines.

Mandatory Marked Materials

All Key Materials and such other materials as are identified as such in the T Level Branding Guidelines.

Schedule 16 Appendix 2

Mark

T Level

Registered trade mark(s) and applications⁴

| Country | Mark | App or regn no | Date of app or regn | Classes | Specification |
|----------------|-------------------|-----------------------|--------------------------------|----------------|---|
| UK | T Level (word) | UK00003318112 | 15 June 2018 | 9, 16, 41 | <p>Class 9: Electronic apparatus and instruments for testing, examination and assessment purposes; computer software, hardware and firmware for the provision of examination and assessments including software for operation over computer networks or by remote computer access; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; all of the</p> |

⁴ To be updated as required based on trade mark application position at the Effective Date.

| | | | | | |
|----|-------------------|-----------|---------------------|-----------|---|
| | | | | | <p>aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 41: Issuing of educational awards; awarding of educational certificates; educational assessment services; provision of examination, testing and assessment services; provision of examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid; all of the aforesaid relating to the provision of education, teaching, training and/or assessment.</p> |
| EU | T Level (word) | 017999579 | 13 December 2018 | 9, 16, 41 | <p>Class 9: Educational, teaching, instruction or research apparatus and instruments; electronic apparatus and instruments for teaching, instruction, training, research, education, testing, examination and assessment purposes; media bearing electronic publications and data; electronic publications; electronic publications (downloadable)</p> |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | <p>provided online from a database or the Internet; downloadable text and information provided electronically, by online delivery, by way of the Internet or world wide web; electronic database; audio visual teaching apparatus; films and video films; computer software, hardware and firmware; computer software, hardware and firmware for the provision of teaching, instruction, training, research, education, testing, examination and assessments including software for operation over computer networks or by remote computer access; educational software; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Printed publications; educational publications; printed matter; educational materials; examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; books; magazines; publications; textbooks; exercise books and notebooks; catalogues, handbooks and manuals; study guides; instructional or teaching materials; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 41: Education services; teaching services; publication services; educational publication services; publication of printed matter relating to education; issuing of educational awards; awarding of educational</p> |
|--|--|--|--|--|--|

| | | | | | |
|--|--|--|--|--|--|
| | | | | | <p>certificates; electronic publication; publication of printed matter; educational assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of electronic texts, books, textbooks, brochures, syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment, education, training and awards; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid services; all of the aforesaid relating to the provision of education, teaching, training and/or assessment services.</p> |
|--|--|--|--|--|--|

Schedule 17

Provider Contract requirements

1 Provider Contract

1.1 This Schedule sets out the requirements that Provider Contracts must meet.

1.2 Provider Contracts must:

1.2.1 be in writing, enforceable, and on terms that are fair and reasonable;

1.2.2 set out all the requirements with which the Approved Provider must comply in order to continue to deliver the TQ;

1.2.3 establish a sanctions policy to be applied in the event that the Approved Provider fails to comply with the requirements in the Provider Contract;

1.2.4 require the Approved Provider to:

- (i) take all reasonable steps to ensure that the Supplier is able to comply with its Conditions of Recognition;
- (ii) retain a workforce of appropriate size and competence to undertake the delivery of the TQ as required by the Supplier;
- (iii) have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the TQ as required by the Supplier;
- (iv) undertake the delivery of the qualification required by the awarding organisation in accordance with the Equality Act 2010, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect; and
- (v) operate a complaints handling procedure or appeals process for the benefit of Students;

- 1.2.5 where, in accordance with the Approved Assessment Strategy an Approved Provider is permitted to carry out or procure the carrying out of marking of Student assessment evidence, set out details for carrying out Moderation;
- 1.2.6 not materially depart from any relevant industry standards and common education sector practices;
- 1.2.7 be materially consistent across all Approved Providers in respect of the provision of the Provider Services and, in particular, shall not discriminate against any particular types, sizes or geographical locations of Approved Providers in connection with the provision of any Provider Services;
- 1.2.8 include appropriate GDPR provisions: where the Supplier, in fulfilling its obligations under this Contract, is acting as a Processor on behalf of an Approved Provider, the Provider Contract will include provisions to ensure that any personal data (as defined in the GDPR) that is Processed by the Supplier in relation to the Provider Services is Processed in accordance with Data Protection Legislation;
- 1.2.9 be consistent with, and to the extent necessary allow for, any information, document and data sharing requirements contained within this Contract (to include any information, documents and data that must be provided by the Supplier to the Authority and/or any third party and any information, documents and data requested by Ofqual);
- 1.2.10 require the Approved Provider to assist the Supplier in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions;
- 1.2.11 allow Approved Providers to purchase Provider Services on an “as and when needed” basis without any minimum or maximum volume commitments (including in relation to the number of Students);
- 1.2.12 require Approved Providers to register all Students on a TQ by the end of November or within such other timescales as are required by the Key Dates Schedule for the relevant Academic Year and pay that part of the Fees

referred to in limb (a) of the definition of Fees within 30 days of such registration and provide that, if a Student terminates their study of the TQ before the end of the following January in the same Academic Year, the Supplier must provide a full refund of such Fees (relating to such Student) to the Approved Provider (for the avoidance of doubt, if the Student terminates their study of the TQ after the end of the following January in the same Academic Year, the Supplier is not obliged to give a refund);

- 1.2.13 include detailed provisions relating to the Approved Provider's role in quality assurance, such provisions shall give effect to the requirements of the Approved Provider's Quality Assurance Process;
- 1.2.14 require Approved Providers to provide advice and guidance to Students (including any Student no longer enrolled with the Approved Provider) in relation to making enquiries about results (and any further steps that may be taken following such an enquiry (including those contemplated by the Additional Services)) and where such Student reasonably requests the Approved Provider (whether directly or indirectly) to request the provision of an Additional Service, require the Approved Provider to request the provision of such Additional Service from the Supplier;
- 1.2.15 require Approved Providers to seek written approval from the Supplier before permitting a third party (for example training providers or satellite centres) to deliver any part of the TQ, including its assessments, and requires the Approved Providers to agree in writing to the Supplier's requirements before the Supplier approves the use of a third party;
- 1.2.16 place responsibility on the Approved Provider to monitor whether any third party involved with the delivery and assessment of the TQ on its behalf has appropriate capacity and capability; and
- 1.2.17 specify a process to be followed in any withdrawal of the Approved Provider (whether voluntary or not) from its role in delivering the TQ and require Approved Providers to take all reasonable steps to protect the interests of Students in the case of such a withdrawal.

1.3 Provider Contracts must not:

- 1.3.1 include terms in connection with Provider Services that are not strictly necessary for the provision of the relevant Provider Services and/or which are materially inconsistent with any of the Supplier's obligations under this Contract;
- 1.3.2 make the provision of the Provider Services contingent on the take up of any further qualifications or services by the Approved Provider;
- 1.3.3 require the Approved Provider to make any payments other than the Fees (e.g. for the avoidance of doubt, Provider Contracts shall not require any fees to be paid by the Approved Provider (or an Eligible Provider) for Provider Approval in relation to a TQ);
- 1.3.4 offer any discounts to the Fees; and/or
- 1.3.5 include provisions that are materially more onerous than any comparable provisions in this Contract.

1.4 The Supplier shall not offer to any Approved Provider any rebate, discount or other incentive in relation to services outside the Provider Services (whether or not in the Provider Contract) which is contingent on or linked to the Approved Provider entering into the Provider Contract and/or registering Students for the TQ.

Schedule 18

Commercially Sensitive Information

[REDACTED]

Schedule 19

Required Insurances

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.2 loss of or damage to property,

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services under this Contract.

3 Limit of indemnity

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £5,000,000 in the aggregate per annum in respect of products and pollution liability.

4 Territorial limits

United Kingdom.

5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing for the Term.

6 Cover features and extensions

Indemnity to principals clause.

7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8 Maximum deductible threshold

Not to exceed £10,000 for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 13) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3 Limit of indemnity

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial Limits

United Kingdom

5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) for the Term; and (b) for a period of 6 years thereafter.

6 Cover features and extensions

Retroactive cover to apply to any “claims made policy wording” in respect of this Contract or retroactive date to be no later than the Effective Date.

7 Principal exclusions

7.1 War and related perils

7.2 Nuclear and radioactive risks

8 Maximum deductible threshold

Not to exceed £10,000 for each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Schedule 20

Authorised Representatives

[REDACTED]

[REDACTED]

DATED

**THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION**

and

**CITY AND GUILDS OF LONDON
INSTITUTE**

**INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
THE AGRICULTURE, ENVIRONMENT &
ANIMAL CARE: AGRICULTURE, LAND
MANAGEMENT & PRODUCTION T
LEVEL TECHNICAL QUALIFICATION**

THIS ASSIGNMENT AND LICENCE is made on

BETWEEN:

- (3) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (4) **CITY AND GUILDS OF LONDON INSTITUTE** a company registered in England and Wales (company registration number: 312832), whose registered office is at Giltspur House, 5-6 Giltspur Street, London, EC1A 9DE ("**Supplier**"),

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

BACKGROUND TO THIS ASSIGNMENT AND LICENCE

- (D) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("**TQ**") for the Agriculture, Land Management & Production T Level ("the **TQ Agreement**").
- (E) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (F) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

2 Assignment and Licence start, formation and interpretation

- 2.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 2.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 2.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with

the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

2.4 In this Assignment and Licence, unless the context otherwise requires:

- 2.4.1 the singular includes the plural and vice versa;
- 2.4.2 reference to a gender includes the other gender and the neuter;
- 2.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 2.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
- 2.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 2.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

- 2.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 2.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.
- 2.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

“**Ancillary Materials**” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (h) Student results including grades;
- (i) statistical analysis for grading (excludes the systems supporting the analysis);
- (j) lists of Providers;
- (k) marked Student evidence (with moderation outcomes);
- (l) data on Student credits;
- (m) data on Student appeals;
- (n) data on special considerations for Students;
- (o) Assessment Strategy;
- (p) Student registrations;
- (q) draft materials in preparation for forthcoming assessments;
- (r) key date schedule (forthcoming assessments);

- (s) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ; and
- (t) materials from completed assessments, such as completed Students' examination answer booklets.

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as resits, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

“Deliverables” means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Effective Date” means the date on which the last Party to sign has signed this Assignment and Licence;

“Final Approval Milestone” has the meaning given in the TQ Agreement;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

“Indemnifier” means a Party from whom an indemnity is sought under this Assignment and Licence;

“Insolvency Event” means:

(u) in respect of a company:

- (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively

for the purpose of, a bona fide reconstruction or amalgamation);
or

- (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (v) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (w) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (x) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

- (y) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (z) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (aa) specifications of content for the TQ including core and all specialist components;
- (bb) assessment guidelines (for Providers);
- (cc) quality assurance requirements (for Providers);
- (dd) specimen assessment materials;
- (ee) standards exemplification materials;
- (ff) updates or redevelopments of specifications of content;
- (gg) updates and redevelopments of any Key Materials; and
- (h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

“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 Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“New IPR” means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or

(b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Product” has the meaning given in the TQ Agreement;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

“Replacement Services” means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” has the meaning given in the TQ Agreement;

“Required Insurances” has the meaning given in the TQ Agreement;

“Services” means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“TQ Agreement” has the meaning given in recital A (above);

“Transparent” means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

3 Assignment

3.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

3.1.1 the creation of any relevant materials known to be Key Materials;

3.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and

3.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.

3.2 Key Materials are relevant course documents for the purposes of section A2DA(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred

to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009.

4 Licences to the Authority

4.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 12.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:

4.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

4.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:

- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and

4.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and

4.1.4 to sub-license others to exercise the rights set out in this clause 3.1.

4.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (l) of the definition of Ancillary Materials (being "*lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary*

for the conduct and quality assurance of assessments for the TQ") only for the purposes of planning for or executing an Emergency Exit.

5 Licence to the Supplier

- 5.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 12.13 and 12.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

6 Warranties and representations

- 6.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
- 6.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 12.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;
 - 6.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;
 - 6.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
 - 6.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
 - 6.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

- 6.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 6.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 6.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 6.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

7 Indemnity

- 7.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 7.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
 - 7.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
 - 7.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

8 Moral rights

- 8.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the

Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

9 Ending or extending the Assignment and Licence

9.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.

9.2 If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):

9.2.1 a Default incapable of remedy;

9.2.2 a Default capable of remedy that is not corrected within 30 days; and

9.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

10 Claims against third parties

10.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

11 Further assurance

11.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:

- 11.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 11.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 11.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 11.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 11.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
 - 11.4.1 take any action that this Assignment and Licence requires the Supplier to take;
 - 11.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
 - 11.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 11.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

12 How much each Party can be held responsible for

- 12.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 12.2 No Party is liable to the other for:
- 12.2.1 any indirect Losses; or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - 12.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or permitted by Law.
- 12.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 12.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

13 Invalid parts of this Assignment and Licence

- 13.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

14 No other terms apply

- 14.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 14.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

15 Other people's rights in this Assignment and Licence

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

16 Relationships created by this Assignment and Licence

- 16.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

17 Giving up contract rights

- 17.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

18 Transferring responsibilities

- 18.1 The Supplier must not assign this Assignment and Licence without Approval.
- 18.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 18.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.

- 18.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

19 How to communicate about this Assignment and Licence

- 19.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 19.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Head of Commercial Delivery Management [REDACTED] and the Head of Legal [REDACTED] at the Authority.
- 19.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

20 Dealing with claims

- 20.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 20.2 At the Indemnifier's cost the Beneficiary must both:
- 20.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 20.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 20.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 20.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 20.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 20.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 20.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 20.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- 20.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

21 Resolving disputes

- 21.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 21.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.
- 21.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 21.3.1 determine the Dispute;
- 21.3.2 grant interim remedies, or any other provisional or protective relief.
- 21.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 21.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.
- 21.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

22 Which law applies

- 22.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

ANNEX

IPR Assurance Certificate

This certificate is given pursuant to clause 12.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).⁵

Guidance:

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

Purpose of this certificate: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

Supplier Declaration:

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below⁶, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority;
and/or

- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

Key Materials

⁵ The parties have agreed to replace the certificate in the form set out in the Annex to Schedule 14 of the Contract with this completed version, which lists Deliverables that are being made available to the Authority. For the avoidance of doubt, an additional completed version of this certificate may be produced for a Deliverable in the event that the Deliverable is updated and made available to the Authority. No Deliverable(s) listed on this and any other certificate shall be removed or replaced unless otherwise specified by the Authority.

⁶ If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

Table 1

| TQ Deliverable | Component | Filename/Title | Version | Date submitted | Key Material Applicable Rights |
|--|--|---|---|---|---|
| Set out the Product / Deliverable name (e.g. "TQ Specification", "Specimen Assessment Materials", "Guide Standard Exemplification Materials" | E.g. "Core", Occupational Specialism "title/name", | Filename as saved / visible to end users who will download the file | Version number as submitted and recorded on the Deliverable | Date the final version was submitted to the Authority | Set out elements which are Key Materials, or confirm "entire Deliverable" |
| | | | | | |

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

Ancillary Materials

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

Table 2

| TQ Deliverable | Component | Filename/Title | Version | Date submitted | Ancillary Material Applicable Rights |
|--|--------------------------------|---|---|---|---|
| Set out the Product / Deliverable name (e.g. "Assessment Strategy" | Record "N/A" if not applicable | Filename as saved / visible to end users who will download the file | Version number as submitted and recorded on the Deliverable | Date the final version was submitted to the Authority | Set out elements which are Ancillary Materials, or confirm "entire Deliverable" |
| | | | | | |

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed by
CITY AND GUILDS OF LONDON INSTITUTE

Chief Executive Officer: [REDACTED]

Signature: [REDACTED]

Signed by
THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

Chief Executive Officer: [REDACTED]

Signature: [REDACTED]

Schedule 2

Service Requirements



Schedule 2

Service Requirements

Definitions

In this Service Requirements, the following terms shall have the following meanings:

“Appeal” shall have the meaning given in SR 8.2 in Service Requirement 8;

“Approved Assessment Strategy” means the Assessment Strategy approved by the Authority in accordance with clause 5.14 (*Developing the TQ and achieving IfATE Approval and Accreditation*) or clause 8 (*TQ Changes*) (as the case may be), subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract;

“Approved Guide Standard Exemplification Materials” means the Guide Standard Exemplification Materials approved by the Authority subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract;

“Component” means the TQ Core Component or any Occupational Specialist Component (as the case may be) and **“Components”** shall mean both or all of them (as the context may require);

“Employer Set Project” means a project set collaboratively between the Supplier and Employers, as more particularly referred to in Service Requirement 2;

“External Examination” means each assessment by examination which is:

- (a) set by the Supplier;
- (b) designed to be taken simultaneously by all Students taking the relevant assessment at a time (subject to compliance with the requirements of the Key Dates Schedule for the relevant Academic Year) determined by the Supplier;
- (c) taken under conditions specified by the Supplier (including conditions relating to the supervision of Students taking the relevant assessment and the duration of the assessment); and
- (d) marked by the Supplier.

“First Teach Cohort” means the first group of Students to be assessed on the TQ;

“Guided Learning” means the activity of a Student being taught or instructed by, or otherwise participating in education or training under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training. For these purposes the activity of ‘participating in education or training’ shall be treated as including the activity of being assessed if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training;

“Qualification Purpose” means the purpose of the TQ set out in Annex 1 of this Service Requirements;

“Service Definition Table” means the Table set out in Part 2 of this Service Requirements;

“Service Requirement 1” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 1: Designing, developing and managing TQ Content” in the Service Definition Table;

“Service Requirement 2” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 2: Assessment Design and Delivery” in the Service Definition Table;

“Service Requirement 3” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 3: Grading and Awarding” in the Service Definition Table;

“Service Requirement 4” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 4: Provider Approval” in the Service Definition Table;

“Service Requirement 5” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of

that part of the Services) set out or referred to under the heading of “Service Requirement 5: Provider Support” in the Service Definition Table;

“**Service Requirement 6**” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 6: Student registration and Student entry” in the Service Definition Table;

“**Service Requirement 7**” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 7: TQ Results” in the Service Definition Table;

“**Service Requirement 8**” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 8: TQ Post-Results Services” in the Service Definition Table;

“**Service Requirement 9**” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 9: Reporting” in the Service Definition Table;

“**Threshold Competence**” means that level of competence that:

- (a) signifies that a Student is well-placed to develop full occupational competence, with further support and development, once in employment;
- (b) is as close to full occupational competence as can be reasonably expected of a Student studying the TQ in a classroom-based setting (e.g. in the classroom, workshops simulated working and (where appropriate) supervised working environments); and
- (c) signifies that a Student has achieved the level for a pass in relation to the relevant Occupational Specialist Component;

“**TQ Critical Path Diagram**” means the diagram setting out the critical path for the design, development and delivery of the TQ attached at Annex 4 to the Service Requirements;

“TQ Live Assessment Materials” means the live assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Live Assessment Materials.

Part 1 – Overview of the Service Requirements

1 Introduction

1.1 This Part 1 of this Service Requirements sets out:

- 1.1.1 at paragraph 2, that part of the Services relating to the design, development and delivery of the Initial TQ Deliverables and Guide Standard Exemplification Materials and the review and update of such Initial TQ Deliverables and/or the TQ Deliverables (as the case may be), including the Initial Development Services and the OngoingDevelopment Services;
- 1.1.2 at paragraph 3, that part of the Services relating to the Provider Approval and monitoring services (as detailed in that paragraph 3);
- 1.1.3 at paragraph 4, that part of the Services relating to the support to be provided to Eligible Providers and Approved Providers (as detailed in that paragraph 4);
- 1.1.4 at paragraph 5, that part of the Services relating to Student registration and Student assessment entry (including Additional Services) (as detailed in that paragraph 5);
- 1.1.5 at paragraph 6, that part of the Services relating to the design and delivery of the TQ Live Assessment Materials (as detailed in that paragraph 6);
- 1.1.6 at paragraph 7, that part of the Services relating to grading and awarding in respect of each Student's performance in respect of the TQ Live Assessment Materials (as detailed in that paragraph 7);
- 1.1.7 at paragraph 8, that part of the Services relating to the provision of results (as detailed in that paragraph 8);
- 1.1.8 at paragraph 9, that part of the Services relating to the provision of Post-Results Services (including Additional Services) (as detailed in that paragraph 9);
- 1.1.9 at paragraph 10, that part of the Services relating to the reporting of Management Information (as detailed in that paragraph 10); and

- 1.1.10 at paragraph 11, such other services as may be necessary to support and/or are associated with the provision of the Services (as detailed in that paragraph 11).
- 1.2 Paragraphs 2 (*Initial TQ Deliverables and development services*) to 9 (*TQ Post-Results Services*) shall be read in conjunction with the TQ Critical Path Diagram.
- 1.3 The Supplier shall design, develop, obtain IfATE Approval for, and deliver to Approved Providers in England, the technical qualification element of the T Level for the relevant Pathway under this Contract, including, without prejudice to its obligations in clause 3.1.8 (*How the Services must be supplied*), performing all of the Services set out in this Service Requirements.
- 1.4 Unless otherwise stated in this Service Requirements, the Supplier shall organise and deliver the Services:
- 1.4.1 to ensure that the activities contemplated by the Key Dates Schedule for the relevant Academic Year and/or the TQ Content Updating Schedule (and which rely on the performance of the whole or any part of the Services) can be carried out and completed in accordance with such Key Dates Schedule and/or the TQ Content Updating Schedule (as the case may be);
- 1.4.2 in accordance with the Implementation Plan;
- 1.4.3 in accordance with the Resource Plan;
- 1.4.4 in accordance with the Approved Assessment Strategy; and
- 1.4.5 (at all times) taking into account the aims of the Qualification Purpose.
- 1.5 The Supplier shall, subject to paragraphs 2.5 and 2.6 (*Initial TQ Deliverables and development services*) and paragraph 6.3 (*TQ live assessment design and delivery*) and without prejudice to paragraph 2.1 to 2.4 (*Initial TQ Deliverables and development services*) (inclusive), provide a copy of any Products that are developed, amended, updated and/or supplemented from time to time by the Supplier in accordance with this Contract to the Authority as soon as reasonably practicable following such development, amendment, update and/or supplement.
- 1.6 Subject to clause 5.14.3 (*Developing the TQ and achieving IfATE Approval and Accreditation*), if there is any conflict and/or inconsistency between the provisions of

this Service Requirements and the Conditions of Recognition, the Conditions of Recognition shall prevail.

- 1.7 Without prejudice to paragraph 1.4.1, the Supplier shall organise and deliver the Services to ensure that all applicable parts of the Services are provided at such times and in such manner as shall be necessary to facilitate the delivery of the number of assessment series for the TQ as shall be contemplated by the Key Dates Schedule for the relevant Academic Year, subject always to the provisions of paragraphs 1.8 to 1.10 (inclusive).
- 1.8 The Supplier shall ensure that there shall be at least 1, but not more than 2, assessment series in each Academic Year in respect of each of the assessments for:
 - 1.8.1 the TQ Core Component (comprising the External Examination and the Employer Set Project); and
 - 1.8.2 the Occupational Specialist Components.
- 1.9 The Supplier acknowledges that the assessments in each Academic Year for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 may be, but are not required to be, held in the same assessment series and so therefore can be for example:
 - 1.9.1 provided in a single assessment series (encompassing both such assessments for the TQ Core Component and the Occupational Specialist Components); or
 - 1.9.2 provided in 2 assessment series (for each of such assessments for the TQ Core Component and the Occupational Specialist Components) being a total of 4 assessment series.
- 1.10 The Supplier shall ensure that:
 - 1.10.1 each Student takes all of the assessments for the TQ Core Component referred to in paragraph 1.8.1 in the same assessment series;
 - 1.10.2 each Student takes all of the assessments for each individual Occupational Specialist Component referred to in paragraph 1.8.2 in the same assessment series;

- 1.10.3 a Student may, subject to paragraphs 1.10.1 and 1.10.2, take the assessments for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 in different assessment series (including assessment series in different Academic Years); and
- 1.10.4 its approach to the scheduling of the assessments shall be set out in its Assessment Strategy.

2 Initial TQ Deliverables and development services

Initial Development Services

- 2.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5 (*Developing the TQ and achieving IfATE Approval and Accreditation*), the Supplier shall design, develop and deliver the Initial TQ Deliverables and Guide Standard Exemplification Materials in accordance with (and meeting all of the requirements of):
 - 2.1.1 the Product Description for each item forming part of the Initial TQ Deliverables;
 - 2.1.2 the Outline Content;
 - 2.1.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
 - 2.1.4 the Implementation Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation Plan));
 - 2.1.5 the Resource Plan;
 - 2.1.6 the Assessment Strategy; and
 - 2.1.7 Annex 7 (*Initial Development Milestones*) to this Service Requirements,
- and, in each case, to ensure the delivery of a high quality technical education qualification element of the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "**Initial Development Services**").

- 2.2 The Supplier shall procure that,
- 2.2.1 without prejudice to its obligations in clause 5.15.2 (Developing the TQ and achieving IfATE Approval and Accreditation), the Initial TQ Deliverables (meeting all of the requirements of paragraph 2.1) shall be delivered to the Authority on or prior to the Final Approval Milestone Date.
 - 2.2.2 the Guide Standard Exemplification Materials (meeting all of the requirements of paragraph 2.1) shall be delivered to the Authority on or prior to the Guide Standard Exemplification Materials Milestone.

Ongoing Development Services

- 2.3 The Supplier shall procure that (without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5.3 (*Developing the TQ and achieving IfATE Approval and Accreditation*) and notwithstanding the achievement of IfATE Approval in respect of the Initial TQ Deliverables) throughout the Term the TQ Deliverables meet (and continue to meet) all of the requirements of:
- 2.3.1 the Product Description for each item forming part of the TQ Deliverables;
 - 2.3.2 the Outline Content;
 - 2.3.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
 - 2.3.4 the Implementation Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation Plan));
 - 2.3.5 the Resource Plan;
 - 2.3.6 the Approved Assessment Strategy; and
 - 2.3.7 clause 8 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements,

and in each case, to ensure the continued delivery of a high quality technical education qualification element for the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2,

Service Requirement 3 and Service Requirement 4 are achieved (the “**Ongoing Development Services**”).

- 2.4 The Supplier shall procure that the TQ Deliverables (as amended, supplemented or replaced in accordance with clause 8 (*TQ Changes*) and Annex 6 (*TQ Content*

Updating Schedule) to this Service Requirements) shall be delivered to the Authority on or prior to the applicable date specified on the Key Dates Schedule for the relevant Academic Year or TQ Content Updating Schedule (as applicable).

Updating the Implementation Plan and the Resource Plan

- 2.5 Subject to the provisions of paragraph 3 (*Key Personnel*) of Schedule 7 (*Staff including Key Personnel*), the Parties acknowledge and agree that the Implementation Plan and the Resource Plan are intended to be live documents that may need to flex from time to time to ensure the continued successful delivery of the Services to the standards required by this Contract and the Supplier shall, throughout the Term, review, amend and update (as necessary) each of the Implementation Plan and the Resource Plan to ensure that such Implementation Plan and Resource Plan takes into account (and (where applicable) mitigates the effects of) all relevant factors that have impacted or may impact upon the successful delivery of the Services to the standards required by this Contract, provided always that where any such review, amendment and/or update would (or is reasonably likely to) operate to reduce and/or otherwise diminish the Authority's rights and/or remedies and/or the Supplier's liabilities contemplated by this Contract (including where, but for such review, amendment and/or update, the Supplier would (or would be reasonably likely to) be in Default under this Contract), the Supplier shall:

- 2.5.1 submit such proposed reviewed, amended and/or updated Implementation Plan and/or Resource Plan (as the case may be) to the Authority for Approval; and
- 2.5.2 where the Supplier does not obtain such Approval, the Implementation Plan and/or Resource Plan (as the case may be) shall be deemed not to have been so reviewed, amended and/or updated to the extent that such review, amendment and/or update would (or would be reasonably likely to) operate to so reduce the Authority's rights and/or remedies and/or the Supplier's liabilities under this Contract.

Updating the Approved Initial TQ Deliverables and TQ Deliverables

- 2.6 The Supplier shall, notwithstanding the achievement of IfATE Approval in relation to the Initial TQ Deliverables and subject to the provisions of clauses 8.4 and 8.5 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements (which shall apply in respect of the annual review referred to in such clauses 8.4 and 8.5 (*TQ Changes*)), be required to keep under review, and entitled to amend and

update, the Approved Initial TQ Deliverables and the TQ Deliverables throughout the Term to ensure that the Supplier continues to meet its obligations under paragraph 2.3, provided always that the Supplier shall:

- 2.6.1 notify the Authority (as part of the Operational Delivery Report) of any proposed amendments and/or updates to such Approved Initial TQ Deliverables and/or TQ Deliverables; and
- 2.6.2 comply with the applicable requirements of clauses 8.10 and 8.11 (*TQ Changes*) prior to making available any such amended and/or updated Approved Initial TQ Deliverables and/or TQ Deliverables to Approved Providers and provided further that the words “*by the relevant date prescribed by the TQ Content Updating Schedule*” in such clauses 8.10 and 8.11 shall be deemed to be deleted for the purposes of this paragraph 2.6.

3 TQ Provider Approval and monitoring services

3.1 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*), the Supplier shall, following IfATE Approval:

- 3.1.1 provide that part of the Services referred to in the third column of Service Requirement 4 to ensure that the outcomes referred to in the first column of Service Requirement 4 are achieved; and
- 3.1.2 monitor the delivery by Approved Providers of the TQ (and the Approved Provider’s continuing satisfaction of all of the requirements of the Provider Approval Criteria) in accordance with the monitoring arrangements set out in the Approved Assessment Strategy.

3.2 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall notify the Authority (and provide full details of the circumstances) as soon as reasonably practicable where:

- 3.2.1 it reasonably believes that an Eligible Provider may not become an Approved Provider;
- 3.2.2 an Eligible Provider does not become an Approved Provider;

- 3.2.3 it reasonably believes that an Approved Provider may cease to be an Approved Provider;
 - 3.2.4 an Approved Provider ceases to be an Approved Provider; and/or
 - 3.2.5 the monitoring referred to in paragraph 3.1.2 reveals (and/or the Supplier otherwise becomes aware of):
 - (i) any failure by the Approved Provider to comply with the Approved Provider's Quality Assurance Process in the applicable Provider Contract;
 - (ii) any event, matter or circumstance which has had (or is reasonably likely to have) an adverse impact on Students (including as a result of an Appeal referred to in Service Requirement 8) and/or shall or may bring the T Level Programme into disrepute; and/or
 - (iii) any malpractice and/or maladministration on the part of the Approved Provider (including where any confidential TQ Live Assessment Materials (and/or the content of or information about such TQ Live Assessment Materials) is lost, stolen or transmitted).
- 3.3 The Supplier shall, as soon as reasonably practicable following the occurrence or identification of any matter referred to in paragraph 3.2, notify the Eligible Provider or Approved Provider (as the case may be) of any steps that are necessary to be taken by such Eligible Provider or Approved Provider (as the case may be) to remedy such matters and/or such failure and shall (as soon as reasonably practicable) notify the Authority (and provide full details) of such steps, together with details of the action that the Supplier will be taking to:
- 3.3.1 procure that the Eligible Provider or Approved Provider (as the case may be) takes such steps; and/or
 - 3.3.2 mitigate the effects of such failure and/or matters.
- 3.4 The Supplier shall:
- 3.4.1 use all reasonable endeavours to procure that the Eligible Provider or Approved Provider (as the case may be) takes the steps referred to in paragraph 3.3; and

3.4.2 take the action referred to in paragraph 3.3,

together with, in either case, such further steps and/or action as the Authority may reasonably require following the notification referred to in paragraph 3.3.

3.5 The Supplier shall (in such manner (including as to timing) as the Authority may reasonably require) keep the Authority updated as to:

3.5.1 the progress by the Eligible Provider or Approved Provider (as the case may be) with the taking of the steps referred to in paragraph 3.3 (including (where applicable) whether the event, matter or circumstance giving rise to the requirement for the taking of such steps has been (or is reasonably likely to be) remedied); and

3.5.2 the action that the Supplier is taking and has taken in accordance with paragraph 3.4,

provided always that where the Supplier fails to comply with its obligations in paragraphs 3.2 to 3.4 (inclusive), such failure shall (notwithstanding the provisions of clauses 13.2.1 to 13.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions this Contract (including clause 13.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

4 TQ Provider support services

4.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and Schedule 4 (*Co-operation*), the Supplier shall, throughout the Term, provide that part of the Services referred to in, and in accordance with, the third column of Service Requirement 5 to:

4.1.1 ensure that the outcomes referred to in the first column of Service Requirement 5 are achieved; and

4.1.2 following achievement of IfATE Approval, facilitate the implementation by Providers of the TQ in accordance with the Approved TQ Specification.

4.2 The Supplier shall, subject always to clause 4.12 and 4.13 (*Pricing and payments*), in respect of:

- 4.2.1 the Fees for the first Academic Year for the first Exclusive Cohort, make available details of the Fees to Eligible Providers and Approved Providers as soon as reasonably practicable;
- 4.2.2 the Fees for the second Academic Year, make available details of the Fees to Eligible Providers and Approved Providers no later than 30 April prior to the start of the second Academic Year; and
- 4.2.3 the third and each subsequent Academic Year, publish details of the Fees to Approved Providers no later than 30 April prior to the start of the relevant Academic Year.

5 Student registration and Student entry

- 5.1 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly registered for the TQ and in the manner contemplated by Service Requirement 6.
- 5.2 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly entered for assessment in respect of:
 - 5.2.1 the TQ Core Component; and
 - 5.2.2 each Occupational Specialist Component,
 for which they are undertaking assessment.
- 5.3 The Supplier shall, following a request from an Approved Provider, provide the Additional Services referred to as “Late entry or entry amendment”, “Late registration or registration amendment”, “Very late entry or entry amendment” or “Very late registration or registration amendment” (as the case may be) in accordance with the applicable requirements set out against that Additional Service in Annex 10 (*Additional Services*) to this Service Requirements.
- 5.4 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that, following IfATE Approval and (as applicable) in each Contract Month throughout the remainder of the Term, details of the registrations and assessment entries referred to

in paragraph 5.1 and 5.2 are reported to the Authority in the Management Information that is provided in respect of the Contract Month in which such registrations and/or entries are made, such reports to meet the requirements set out in the third column of each of Service Requirement 6 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 6 and Service Requirement 9 are achieved.

5.5 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and elsewhere in this Service Requirements, the Supplier shall, as soon as reasonably practicable after:

5.5.1 becoming aware of any Approved Provider that is not registering any Students for the TQ (as contemplated by paragraph 5.1) and/or not entering Students for assessment (as contemplated by paragraph 5.2); and/or

5.5.2 becoming concerned as to the number of Students being registered for the TQ and/or being entered for assessment,

notify the Authority (together with full details) of such matter and/or concern.

6 TQ live assessment design and delivery

6.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)):

6.1.1 on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, design, develop and make available to Approved Providers the TQ Live Assessment Materials;

6.1.2 during the period specified on the Key Dates Schedule for the relevant Academic Year, administer the delivery by the Approved Providers of the TQ Live Assessment Materials and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials; and

6.1.3 during the period specified on the Key Dates Schedule for the relevant Academic Year and following a request from an Approved Provider, administer the delivery by that Approved Provider of the TQ Live Assessment Materials in respect of the Additional Services referred to as "Re-takes" in accordance with the applicable requirements set out against

that Additional Service in Annex 10 (*Additional Services*) of this Service Requirements and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials,

in each case, in accordance with the then current Approved Assessment Strategy, subject to paragraph 6.2, the then current Approved Guide Standard Exemplification Materials or Grade Standard Exemplification Materials (as the case may be) and the requirements set out in the third column of Service Requirement 2 so as to ensure that the outcomes referred to in the first column of Service Requirement 2 are achieved.

6.2 The Supplier shall:

6.2.1 in respect of the First Teach Cohort for the relevant element of the Occupational Specialist Component, require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Approved Guide Standard Exemplification Materials for the purposes of assessing each Student's performance in respect of the TQ Live Assessment Materials; and

6.2.2 following grading of Student performance in respect of the TQ Live Assessment Materials undertaken by the First Teach Cohort of the relevant element of the Occupational Specialist Component and for each subsequent Cohort, develop, make available and require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Grade Standard Exemplification Materials.

6.3 The Supplier shall provide a copy of the TQ Live Assessment Materials to the Authority as soon as reasonably practicable following the date on which such TQ Live Assessment Materials are first made available to Students.

7 TQ grade awarding

7.1 Following completion of the live assessments referred to in paragraphs 6.1.2 and 6.1.3 (*TQ live assessment design and delivery*) in the relevant Academic Year, the Supplier shall (as soon as reasonably practicable but not later than the date specified on the

Key Dates Schedule for the relevant Academic Year for such live assessments for that Academic Year) assign a grade to each Student (to reflect the relevant marks awarded to each such Student) in respect of their performance in the assessment for the TQ Core Component and each Occupational Specialist Component that each such Student has undertaken in accordance with the requirements set out in the third column of Service Requirement 3 and so as to ensure that the outcomes referred to in the first column of Service Requirement 3 are achieved.

8 TQ results

8.1 The Supplier shall (as soon as reasonably practicable following completion of its obligations in paragraph 7.1 (*TQ grade awarding*), but not later than the date specified on the Key Dates Schedule for the relevant Academic Year), provide the results for each Student in the Cohort to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) in accordance with paragraph 8.2, such results to include details of:

8.1.1 the mark and grade awarded for the TQ Core Component;

8.1.2 the mark and grade awarded for each Occupational Specialist Component;
and

8.1.3 such information and/or data as is required (including grade boundaries) by the Authority to award an overall grade for the T Level,

in each case, in respect of each TQ assessment that the relevant Student has undertaken.

8.2 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that the results referred to in paragraph 8.1 are provided to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) and reported to the Authority in the Management Information that is provided in respect of the Contract Month in which such results are required to be provided in accordance with paragraph 8.1, such results and report to meet the requirements set out in the third column of each of Service Requirement 7 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 7 and Service Requirement 9 are achieved.

- 8.3 The Supplier shall (on the date specified on the Key Dates Schedule for the relevant Academic Year) provide to the Approved Provider a breakdown of attainment to allow any Approved Provider and/or Student to make informed decisions about applications for (amongst other things) marking reviews and/or appeals (including a Review of Marking and/or Appeal as referred to in Annex 10 (*Additional Services*) to this Service Requirements), such breakdown (subject always to the provisions of clauses 12.10 to 12.12 (*Intellectual Property Rights*) (inclusive)) to be presented in such manner and/or format as shall not be capable of being regarded, interpreted and/or represented as a formal qualification certificate or statement of achievement.

9 TQ Post-Results Services

- 9.1 The Supplier shall, following the provision of the results referred to in paragraph 8.1 (*TQ results*) and, in respect of each Cohort, for a period expiring at the end of 2 Academic Years following the end of the final Academic Year for each such Cohort:
- 9.1.1 respond to enquiries about results; and
- 9.1.2 following a request from an Approved Provider made in accordance with the applicable Key Dates Schedule(s) referred to in paragraph 9.2, provide the relevant Additional Services requested by that Approved Provider (other than the Additional Services referred to in paragraph 5.3 (*Student registration and Student entry*) and 6.1.3 (*TQ live assessment design and delivery*), to which the provisions of those paragraphs shall apply) in accordance with the applicable requirements set out against the relevant Additional Services in Annex 10 (*Additional Services*) to this Service Requirements, (including as referred to in, and in accordance with, the third column of Service Requirement 8 to ensure that the outcomes referred to in the first column of Service Requirement 8 are achieved).
- 9.2 The Parties acknowledge and agree that the time period within which an Approved Provider may request the provision of the Additional Services referred to in paragraph 9.1.2 in relation to a Student that has undertaken an assessment (including an assessment that is a “Re-take”, as referred to in Annex 10 (*Additional Services*)) in an assessment series (the “**Relevant Assessment Series**”) shall be as set out in the Key Dates Schedule(s) for the relevant Academic Year(s) applicable to the Relevant Assessment Series (including any Key Dates Schedule applicable to and/or regulating the provision of Additional Services in respect of assessments undertaken in the

Relevant Assessment Series), provided always that nothing in this paragraph 9.2 shall operate to:

9.2.1 prevent or restrict (or be deemed to give rise to a right of the Supplier to prevent or restrict) any “Re-takes” from being undertaken (or from being requested to be undertaken) in accordance with paragraph 6.1.3; and/or

9.2.2 extend the period referred to in paragraph 9.1.

10 Reporting

10.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)) in each Contract Month throughout the Term, report to the Authority in accordance with (and provide such information as is required by) the requirements set out in the third column of Service Requirement 9 to ensure that the outcomes referred to in the first column of Service Requirement 9 are achieved.

11 Overarching services

11.1 The Supplier shall:

11.1.1 maintain, update and provide to the Authority (as required by clause 5.5.1 and paragraph 3.1 of Schedule 15 (*Monitoring of Performance*)) each of the Risk Register and the Issues Log;

11.1.2 implement, carry out and complete such steps (and within such time) as the Authority shall reasonably require arising out of the review of the Risk Register and/or the Issues Log pursuant to clause 5.5.1 (*Developing the TQ and achieving IfATE Approval and Accreditation*) and paragraph 3.1 of Schedule 15, (*Monitoring of Performance*) provided always that where the Supplier fails to implement, carry out and complete such steps in accordance with such requirements (including within such time), such failure shall (notwithstanding the provisions of clauses 13.2.1 to 13.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions of this Contract (including clause 13.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

- 11.2 The Supplier shall provide all of the back-office systems and business processes necessary to enable the delivery of the Services, including IT systems, data security systems, accounting and administrative services.
- 11.3 The Supplier shall:
- 11.3.1 actively promote the T Level for which it is the TQ provider, coordinated in partnership with, and with the Approval of, the Authority; and
 - 11.3.2 adhere to the Authority's guidelines in respect of all publicity and marketing material produced by the Supplier (or its Subcontractors) in relation to the T Level for which it is the TQ provider.
- 11.4 The Supplier shall, following any reasonable request from the Authority:
- 11.4.1 participate in and support any promotional activities intended to increase the uptake of T Levels by Providers and/or Students; and
 - 11.4.2 without prejudice to its obligations in Schedule 4 (*Co-operation*) and Schedule 15 (*Monitoring of Performance*), attend and participate in any such meetings as the Authority may reasonably convene from time to time in connection with the T Levels Programme.

12 Efficiency

- 12.1 The Supplier shall achieve a 15% efficiency if it is also appointed to supply the T Level technical education qualification under one or more other contracts with the Authority, procured pursuant to the advertisement in the Official Journal of the European Union referred to in Recital (A) to this Contract, such efficiency being reflected in the amount referred to as "Entry fee" in Schedule 6 (*Pricing Schedule*).

Part 2 - Service Definition Table

This Part 2 sets out the outcomes each Service must deliver and the minimum requirements the Supplier must meet when delivering each Service.

| Service Requirement 1: Designing, developing and managing TQ content | | | |
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| Outcomes The Specification of Content is sufficiently clear and appropriately detailed to ensure Approved Providers can properly prepare Students for the TQ assessments. The knowledge, understanding, skills and behaviours specified in the Outline Content in relation to the TQ Core Component are up-to-date and ensure that the TQ has continued currency among Employers and other end-users (including higher education providers). | SR1.1 Specification of Content requirements | 1 | The Specification of Content must cover all aspects of the Outline Content. The Supplier must show that it has covered all aspects of the Outline Content in the TQ at an appropriate depth for a level 3 qualification. |
| | | 2 | The Specification of Content must elaborate on the Outline Content. The Supplier shall, in the Specification of Content, elaborate on (and not simply replicate) the Outline Content to: <ul style="list-style-type: none"> (a) enable accurate interpretation of the Specification of Content by Approved Providers (including to facilitate a clear and consistent understanding by Approved Providers of what is required to be taught and assessed for the TQ and to enable Approved Providers to determine (i) the level of competence required for staff who assess learning and (ii) any other physical requirements (such as facilities and hardware) integral to successful learning for the TQ); (b) support Student progression and adaptability; (c) enable Students to achieve Threshold Competence in relation to each Occupational Specialist Component; and (d) ensure that, where the Outline Content specifies English, mathematics and digital content, such content shall be integrated within the rest of the content in such manner as shall ensure such content is delivered and assessed in appropriate occupationally specific contexts. |
| | | 3 | Any additional material must be faithful to the Outline Content. The Supplier shall ensure that the Specification of Content does not include entirely new content that is not included in the Outline Content, unless otherwise agreed by the Authority. Where the Supplier considers |

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| <p>The knowledge, understanding, skills and behaviours specified in the Outline Content in relation to each Occupational Specialist Component are up-to-date and ensure that the TQ has continued currency among Employers and other end-users (including higher education providers).</p> | | <p>that it is necessary to include entirely new content, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 to the Authority and the Authority shall consider whether such new content may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such new content may be included as part of the Specification of Content shall be final.</p> <p>4 Components must follow the same structure as set out in the Outline Content. The Supplier shall not move elements of the Outline Content which relate to one Component into another Component, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to move such Outline Content from one Component to another, it shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such Outline Content may be moved, provided always that the Authority's decision as to whether such Outline Content may be moved shall be final.</p> <p>5 The TQ has two types of Component. The Supplier shall ensure that:</p> <ul style="list-style-type: none"> (a) the TQ has only two types of Component and is not unitised any further, such that only the TQ Core Component and each Occupational Specialist Component are formally graded; (b) the TQ Core Component clearly assesses the core knowledge, understanding, skills and behaviours relevant to all occupations within the T Level; and (c) each Occupational Specialist Component clearly assesses the occupationally specific knowledge, understanding, skills and behaviours relevant to the occupations within the T Level. <p>6 The TQ must not be biased towards any Occupational Specialist Component. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall ensure that the TQ Core Component is not biased towards any particular Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.</p> |
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| | | 7 | The TQ and its Components must be appropriately titled. The Supplier shall ensure that the TQ and the Components reflect the titling conventions in the Outline Content. The Supplier shall agree the title of the TQ with the Authority and shall then use only this agreed title to refer to the TQ. |
| | | 8 | The Specification of Content must support fair access to attainment, including for Students with special educational needs and/or disabilities. Without prejudice to the Supplier's obligations in clause 3.1.7 (<i>How the Services must be supplied</i>) and clause 31 (<i>Equality, diversity, human rights and anti-slavery</i>), the Supplier shall comply with all applicable Law and shall ensure that the Specification of Content is inclusive, including providing for Reasonable Adjustments and Special Consideration (as defined in SR 2.4 and SR 2.5 (respectively) below). The Supplier shall provide evidence that it has considered and addressed all such applicable Law relating to delivery of fair access to the TQ. |
| | | 9 | Set recommended Guided Learning hours for each part of each Component. The Supplier shall ensure that the Specification of Content details the recommended Guided Learning hours for each part of the TQ Core Component and each Occupational Specialist Component, including the recommended Guided Learning hours for both delivery and assessment of each such part of each such Component, provided that (i) such recommended hours are between a minimum of 900 hours and a maximum of 1400 hours and (ii) the maximum number of hours within the recommended range for the TQ Core Component are no more than 50%, and no less than 20%, of the overall time for the TQ. The Supplier shall provide a clear and detailed rationale for such recommended Guided Learning hours as part of its Assessment Strategy included with the Submission for Interim Milestone 4 to the Authority and the Authority shall consider whether such proposed recommended Guided Learning hours may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such recommended Guided Learning hours may be included as part of the Specification of Content shall be final. |
| | | 10 | Combination of Occupational Specialist Components. Where a T Level features more than one Occupational Specialist Component these should be specified as options from which a Student will typically select one Occupational Specialist Component. Where a Student is required to study two Occupational Specialist Components, the Supplier shall specify any prohibited combinations of Occupational Specialist Components, for example where there is overlap between the Occupational Specialist Component content or where there would be |

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| | | <p>insufficient time to study a particular combination. The Supplier shall make it clear that Approved Providers can select the Occupational Specialist Component(s) they wish to deliver within these rules. Where rules of combination are given, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 which explains how any combinations are compatible and achievable within the duration of the TQ.</p> <p>11 Where, in exceptional circumstances, the Supplier proposes to give Students the option to study more than two Occupational Specialist Components, it must provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such rules of combination are appropriate, provided always that the Authority's decision as to whether such rules of combination are appropriate shall be final.</p> |
| Service Requirement 2: Assessment design and delivery | | |
| <p>Outcomes</p> <p>The TQ provides for optimal assessment and reliable evidence of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p> | <p>SR 2.1</p> <p>Assessment quality</p> | <p>1 The Supplier shall ensure that:</p> <p>(a) the Scheme of Assessment, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials provide the optimum balance of the assessment principles set out below; and</p> <p>(b) the Assessment Strategy sets out a detailed rationale to explain how the TQ Specification, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials meet these assessment principles.</p> <p>Assessment principles</p> <p>1 Validity. The extent to which the TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) effectively measure what they are intended to measure. This includes the extent to which TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) allow Students to produce assessment evidence for the TQ that clearly corresponds to the Specification of Content and ensures the Specification of Content is not under-represented or misrepresented.</p> |

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| | | <p>2 Reliability. This is about consistency and so concerns the extent to which the various stages in the TQ assessment process generate outcomes that would be replicated were the assessment repeated. The reliability of an assessment is affected by a range of factors, such as the sampling of assessment tasks and inconsistency in marking by human assessors. Reliability is critical to ensuring standards of attainment are equivalent over time (comparable performance).</p> <p>3 Comparable performance. The extent to which the same grade for a Component with the same title indicates a comparable level of Student performance across Approved Providers (nationally) and over time.</p> <p>4 Minimising bias. Ensuring that a TQ assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) does not produce unreasonably adverse outcomes for Students who share a particular characteristic. The Supplier should seek to ensure all Students are treated fairly and the assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) complies with all applicable Law.</p> <p>5 Minimising malpractice. Ensuring the TQ design (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and processes relating to the delivery of the TQ assessments limit malpractice, including attempts by candidates to communicate with each other during an assessment and failures by Provider staff to comply with Supplier instructions regarding storage of Student assessment evidence.</p> <p>6 Appropriate demand. This relates to the level of difficulty of a TQ assessment task (including within the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and the requirements of the relevant part of the Specification of Content which is to be assessed and any expectations of performance at specified grades. Demand should be appropriate to a level 3 qualification.</p> <p>7 Manageability. The feasibility of carrying out the TQ assessment processes. A manageable assessment process is one that has reasonable expectations of Students, Approved Providers and (where appropriate) Employers. This will be based on the impact of the assessment process on Students, Approved Providers and (where appropriate) Employers as against the usefulness of the outcomes.</p> |
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| | <p>SR 2.2</p> <p>General assessment delivery requirements</p> | <p>The Supplier shall:</p> <ol style="list-style-type: none"> 1 specify when the TQ assessments can be undertaken during the relevant Academic Year (taking into account any dates prescribed by the Key Dates Schedule for the relevant Academic Year) so that Students have sufficient time to generate assessment evidence and/or demonstrate the required knowledge, understanding, skills and behaviours; 2 notwithstanding the number of Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) identified in the Implementation Plan and/or the Resource Plan, ensure a sufficient number of qualified and trained Assessors (and such Moderators) are available to assess Students' assessment evidence for the TQ; 3 train Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) so that their judgements in relation to the TQ assessments are consistent and accurate and applied in line with the standards defined by or through such training; 4 sample the marking of live TQ assessments (to ensure accuracy and consistency) and, where such marking is not accurate and/or consistent, take all such steps as are necessary to ensure that such marking is accurate and consistent; 5 ensure the TQ Live Assessment Materials are made available to Approved Providers in English (online and/or in hard copy (as applicable)); 6 ensure the TQ Live Assessment Materials are available at the right time (online and/or in hard copy (as applicable)) in accordance with this Contract; 7 ensure that TQ Live Assessment Materials are free from errors and where any errors are identified in the TQ Live Assessment Materials they are dealt with appropriately, including through the issue of an erratum and by taking all such actions as are necessary to ensure that Students are not disadvantaged as a result of such errors; |
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| | | <p>8 where Student assessment evidence for the TQ is required to be generated under supervised conditions:</p> <p>(a) ensure that the nature of the supervised conditions and the hours for such supervised conditions are detailed in the TQ Specification; and</p> <p>(b) provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 4 to the Authority and the Authority shall consider whether such hours are appropriate, provided always that the Authority's decision as to whether such hours are appropriate shall be final;</p> <p>9 ensure that Approved Providers comply with the Approved Provider's Quality Assurance Process, including:</p> <p>(a) keeping Students' assessment evidence for the TQ secure during and after assessment; and</p> <p>(b) verifying that a Student's assessment evidence for the TQ has been solely produced by that Student;</p> <p>10 following IfATE Approval, monitor the delivery of the TQ to identify any feature which could disadvantage a group of Students who share a particular characteristic and shall, as soon as reasonably practicable following identification of such a feature, take such steps as are necessary to minimise the feature being an unnecessary barrier to Student attainment;</p> <p>11 monitor and investigate instances of malpractice and/or maladministration relating to the TQ in accordance with paragraph 3 (TQ Provider Approval and monitoring services) of Part 1 of this Service Requirements;</p> <p>12 ensure final marks awarded by Assessors (and Moderator final marks and/or judgements, where permitted in accordance with the Approved Assessment Strategy) in relation to the TQ are collected for each Student and checked for accuracy by the relevant date specified in the Implementation Plan; and</p> |
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| | | <p>13 where marking is to be applied to Student assessment evidence for the TQ by Assessors (and/or by assessors employed or engaged by Approved Providers and/or Moderation is to be undertaken in relation to such marking (in circumstances where the Approved Assessment Strategy allows for use of assessors employed or engaged by the Approved Provider)), ensure:</p> <ul style="list-style-type: none"> (a) such Assessors (and assessors and Moderators) are appropriately trained and competent; (b) such Assessors (and Moderators) have no personal interest in the outcome of the marking; and (c) marking and Moderation is conducted in a way which secures the accuracy of marking and a consistent approach to marking, provided always that where the Supplier determines that such marking and/or Moderation is not being undertaken accurately and consistently, it shall correct any inaccuracies and/or inconsistencies and shall take (or shall (where necessary) procure that the relevant Approved Provider and/or Moderator shall take (as the case may be)) all necessary steps to prevent any future recurrence of such inaccuracy and/or inconsistency. |
| | <p>SR 2.3</p> <p>Confidentiality of TQ Live Assessment Materials</p> | <p>1 The Supplier shall ensure that it has all necessary processes in place to ensure that, where TQ Live Assessment Materials are confidential (including the content of or information about such TQ Live Assessment Materials), all such TQ Live Assessment Materials remain confidential.</p> <p>2 If, notwithstanding the processes referred to above, a breach of confidentiality in relation to the TQ Live Assessment Materials does occur (including through the loss, theft or transmission of confidential TQ Live Assessment Materials) or is either suspected by the Supplier or alleged by any other person (and where there are reasonable grounds for that suspicion or allegation), such matter shall be notified to the Authority in accordance with paragraph 3.2 of Part 1 of this Service Requirements and the provisions of paragraphs 3.3 to 3.5 (inclusive) of such Part 1 of this Service Requirements shall apply.</p> |
| | SR2.4 | <p>“Reasonable Adjustments” means such adjustments to and/or exemptions from the TQ Live Assessment Materials (as applicable) as are necessary and reasonable (in the context of what is being</p> |

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| | Reasonable Adjustments | <p>assessed) to enable a Student with special educational needs and/or disabilities to demonstrate his or her knowledge, understanding, skills and behaviours to the level of attainment required.</p> <p>The Supplier shall:</p> <ol style="list-style-type: none"> 1 have in place clear arrangements for making Reasonable Adjustments; 2 explain (in the Assessment Strategy) how Reasonable Adjustments will be made to support fair access to attainment; and 3 provide details of such arrangements to Approved Providers, <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).</p> |
| | SR2.5 Special Consideration | <p>“Special Consideration” means consideration to be given to a Student who has experienced a temporary illness, injury or other event outside of the Student’s control and which has had, or is reasonably likely to have had, a material effect on that Student’s ability to take a TQ assessment or demonstrate his or her level of attainment in a TQ assessment.</p> <p>The Supplier shall:</p> <ol style="list-style-type: none"> 1 have in place clear arrangements for Special Consideration; 2 explain (in the Assessment Strategy) how Special Considerations will be applied to support fair access to attainment; and 3 provide details to Approved Providers of how to request such Special Consideration, <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).</p> |
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| | TQ Core Component assessment design and delivery | <p>1 The TQ assessments must be appropriately weighted. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall not weight the assessment of the TQ Core Component more heavily towards any one Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.</p> <p>2 The Supplier shall assess the TQ Core Component using two distinct methods, as follows:</p> <ul style="list-style-type: none"> (a) the core knowledge and understanding shall be assessed using an External Examination; and (b) the core skills and relevant aspects of core knowledge shall be assessed through the Employer Set Project in accordance with paragraph 3 below, <p>in each case, as referred to in the Specification of Content.</p> <p>3 Evidence generated by a Student in assessments of the Employer Set Project should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.</p> <p>4 Assessment objectives. The Supplier shall:</p> <ul style="list-style-type: none"> (a) set out the assessment objectives for each of the External Examination and the Employer Set Project; and (b) specify the relevant weightings as between the External Examination and the Employer Set Project, |
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| | | <p>in each case, in the Scheme of Assessment.</p> <p>5 Minimum performance requirements for the TQ Core Component must be clearly defined. The Supplier shall ensure that:</p> <ul style="list-style-type: none"> (a) the External Examination and the Employer Set Project are each assessed using compensatory assessment methods, such that high performance in one part of the TQ Core Component assessment compensates for lower performance in another; and (b) the minimum performance requirements for each judgemental grade required for the TQ Core Component shall reference each of the External Examination and the Employer Set Project. <p>6 Devise the External Examination to assess the full range of knowledge and understanding outlined in the TQ Core Component. The Supplier shall ensure that:</p> <ul style="list-style-type: none"> (a) the External Examination will sample from the full breadth of relevant parts of the Specification of Content; and (b) an indicative sampling grid for the Term is included within the Assessment Strategy. <p>7 Assessment of core skills and relevant aspects of knowledge through Employer Set Project. The Supplier shall develop briefs for Employer Set Projects and shall ensure that:</p> <ul style="list-style-type: none"> (a) such briefs are developed in collaboration with Employers; (b) each such brief enables a Student to demonstrate core skills and relevant aspects of core knowledge in an occupationally relevant context; and (c) the Assessment Strategy outlines how such briefs will continue to be relevant to the TQ Core Component throughout the Term and how the Supplier will ensure that such Employer Set Projects do not become predictable and how they will keep pace with the needs of industry, |
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| | | <p>in each case, so that new briefs for Employer Set Projects are made available by the Supplier in each Academic Year.</p> <p>8 Engage with relevant Employers to set clear project briefs. The Supplier shall:</p> <p>(a) engage with Employers to ensure that sufficient project brief(s) is/are made available to enable Students to demonstrate skills across the breadth of the available Occupational Specialist Component(s), provided always that where the Supplier proposes to make available only one project brief in respect of the TQ to Students and/or proposes to utilise a project brief in respect of more than one Occupational Specialist Component, then:</p> <p>(i) the Supplier shall provide a detailed rationale for such proposals as part of its Assessment Strategy included with the Submission for Interim Milestone 1 to the Authority;</p> <p>(ii) the Authority shall consider whether such proposals are acceptable; and</p> <p>(iii) the Authority's decision as to whether such proposals are acceptable shall be final;</p> <p>(b) engage with Employers to ensure that each project brief:</p> <p>(i) has clear objectives, which align with the Specification of Content and which aim to motivate Students;</p> <p>(ii) requires Students to solve a real world problem;</p> <p>(iii) enables Students to generate sufficient assessment evidence to meet the objectives referred to in (i) immediately above;</p> <p>(iv) clearly sets out the arrangements and restrictions for Approved Providers to support Students in carrying out and completing the Employer Set Project; and</p> |
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| | | <p>(v) allows sufficient time to enable Students to generate sufficient assessment evidence; and</p> <p>(c) obtain evidence of validation from each Employer involved in setting the brief(s) that they approve such brief(s) (and the Supplier shall make available to the Authority a copy of such evidence on request by the Authority).</p> |
| | <p>SR 2.7</p> <p>Occupational Specialist Component assessment design and delivery</p> | <p>1 Assessment of performance outcomes. The Supplier shall ensure that:</p> <p>(a) the assessment materials for each Occupational Specialist Component assess all performance outcomes detailed in the Specification of Content for that Occupational Specialist Component; and</p> <p>(b) so far as is reasonably practicable, each assessment is synoptic to reflect how knowledge, understanding, skills and behaviours are drawn together and implemented to develop meaningful occupationally relevant Student assessment evidence, which attests to Threshold Competence, provided always that where the Supplier reasonably determines that it is not possible to assess performance outcomes synoptically, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether it is acceptable not to assess performance outcomes synoptically, provided always that the Authority's decision as to whether such approach is appropriate shall be final.</p> <p>2 Evidence generated by a Student in assessments of each Occupational Specialist Component should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.</p> |

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| | | 3 | Exemplifying the expected standards of attainment. The Supplier shall, for each Occupational Specialist Component, produce Guide Standard Exemplification Materials (which shall be validated by Employers) for the purposes of IfATE Approval and for the First Teach Cohort and, for each Academic Year following grade awarding for the First Teach Cohort, produce Grade Standard Exemplification Materials (which shall be validated by Employers). |
| Service Requirement 3: Grading and Awarding | | | |
| Outcomes Grades awarded for the TQ Core Component and each Occupational Specialist Component are reliable and allow Employers and other end-users (including higher education providers) to accurately identify a Student's level of attainment and effectively differentiate their performance. The TQ supports fair access to attainment for all Students who take the TQ. The minimum pass grade standard for each Occupational | SR 3.1 | 1 | The Supplier shall undertake grading and awarding in accordance with the relevant part of the Approved Assessment Strategy. |

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| Specialist Component attests to Threshold Competence, meets Employer expectations, and is as close to full occupational competence as possible. | | |
| Service Requirement 4: Provider Approval | | |
| Outcomes Approved Providers are capable of delivering the TQ to meet the required standards and expectations. | SR4.1 | 1 The Supplier shall receive and process applications from Eligible Providers to become Approved Providers in accordance with the relevant part of the Approved Assessment Strategy. 2 The Supplier shall (within 30 Working Days) following receipt of an application for Provider Approval from an Eligible Provider: <ul style="list-style-type: none"> (a) assess that Eligible Provider against the Provider Approval Criteria to determine whether such Eligible Provider satisfies all of the requirements of the Provider Approval Criteria; (b) notify that Eligible Provider of the outcome of its application; and (c) where the Eligible Provider satisfies all of the requirements of the Provider Approval Criteria, grant Provider Approval in respect of such Eligible Provider. |
| Service Requirement 5: Provider Support | | |
| Outcomes Approved Providers are fully supported to plan and deliver (including to properly | SR 5.1 | The Supplier shall ensure that Approved Providers are fully supported to promote, plan and deliver the TQ, including: <ul style="list-style-type: none"> 1 setting out in the TQ Specification any guidance and support available to the Approved Provider in respect of the TQ, which may include guidance as to sequencing of assessment of any Component; |

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| <p>prepare Students for assessment) the TQ to meet the required standards and expectations.</p> | | <p>2 providing a telephone, email and internet facility and ensuring that sufficient, suitably trained contact staff are available to:</p> <ul style="list-style-type: none"> (a) answer Approved Providers' queries regarding the Provider Services and/or the TQ (including enquiries and/or queries about results); (b) deal with complaints in relation to the Provider Services and/or the TQ; and (c) ensure that such queries and/or complaints (and any queries about the T Level Programme, including different programme elements and work placements) are directed to the relevant individual at the Supplier, the Authority or other Stakeholder (as applicable); <p>3 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' administration and examination officers, is available, including in relation to:</p> <ul style="list-style-type: none"> (a) key dates for administration of the TQ; (b) how to use any systems to upload materials; and (c) which forms should be used to enable Approved Providers to claim completion of the TQ by the relevant Student; <p>4 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' teaching staff, is available to ensure the requirements of the TQ are clear and Students can be well prepared for assessment for the TQ, including:</p> <ul style="list-style-type: none"> (a) exemplifying (through the provision of and/or training in relation to the application of the Guide Standard Exemplification Materials) the expected standards of performance for the TQ for the First Teach Cohort, so that the Approved Providers are able to design effective courses and have a clear understanding of the quality and standards their Students need to achieve; and |
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| | | <p>(b) through the provision of sample questions/tasks (in addition to the TQ Specimen Assessment Materials), which can be used by Approved Providers to effectively prepare Students for live TQ assessments;</p> <p>5 undertaking intermittent reviews to ensure that the support remains fit for purpose, taking account of feedback from Approved Providers and amending the support packages as necessary;</p> <p>6 aligning training and resources with any wider FE Professional Readiness to Deliver T Levels training and support offered by the Authority; and</p> <p>7 supporting Approved Providers on agreed promotional activity, as appropriate following any reasonable request from the Authority.</p> |
| Service Requirement 6: Student registration and Student entry | | |
| Outcomes Unique identification of Students | SR 6.1 | The Supplier shall procure that Approved Providers register each Student undertaking the TQ in a way that permits the Student to be clearly and uniquely identified. |
| Service Requirement 7: TQ Results | | |
| Outcomes Accurate and complete results | SR 7.1 | The Supplier shall ensure that all results which it issues are accurate and complete and reflect the outcome of the awarding process. |
| Service Requirement 8: TQ Post-Results Services | | |
| Outcomes | SR 8.1 | |

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| <p>The TQ provides for optimal assessment and reliable evidence of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p> | <p>Assessment Review</p> | <p>The Supplier shall ensure a transparent and effective process for review of marks (or (where applicable) Review of Moderation (as defined in Annex 10 (Additional Services) to this Service Requirements) for each Component.</p> |
| | <p>SR 8.2</p> <p>Appeals Process</p> | <p>1 The Supplier shall operate an appeals process, which enables Approved Providers to appeal:</p> <ul style="list-style-type: none"> (a) the results of TQ assessments undertaken by Students or (in the case of an appeal in respect of an individual Student) results of TQ assessments undertaken by that Student (including in either case the outcome of a Review of Marking and/or Review of Moderation); (b) any decisions regarding Reasonable Adjustments and/or Special Consideration for Students or (in the case of an appeal in respect of an individual Student) decisions regarding Reasonable Adjustments and/or Special Consideration for that Student; and (c) decisions which have resulted in action taken against that Approved Provider or (in the case of an appeal in respect of an individual Student) that Student in relation to the TQ, in either case, following an investigation into malpractice or maladministration, <p>(together or individually (as the case may be) an "Appeal").</p> |

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| | | <p>2 Where, as a result of an Appeal, the Supplier identifies that there is or was (as the case may be) a failure in its TQ assessment process affecting more than one Student, it shall:</p> <ul style="list-style-type: none"> (a) notify the Authority of such failure (including full details of the impact of such failure); (b) identify all Students who have (or who may reasonably be expected to have) been affected by the failure; (c) correct or, where it cannot be corrected, mitigate as far as possible the effect of the failure; and (d) take all such steps as are necessary to ensure that such failure does not recur in the future, <p>and the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of this Service Requirements shall apply in respect of such failure.</p> |
| Service Requirement 9: Reporting | | |
| <p>Outcomes</p> <p>Accurate and timely information and data is available throughout the Term</p> | <p>SR 9.1</p> | <p>The Supplier shall ensure that the Management Information is provided to the Authority as follows. In the case of:</p> <ul style="list-style-type: none"> 1 the Development Phase Report, in accordance with clause 5.5 (Developing the TQ and achieving IfATE Approval and Accreditation); 2 the Operational Delivery Report, in accordance with paragraph 3.1 of Schedule 15 (<i>Monitoring of Performance</i>); 3 the information and data generated pursuant to paragraph 5 of Part 1 of this Service Requirements, in accordance with paragraph 5.4 of Part 1 of this Service Requirements; 4 the information and data generated pursuant to paragraph 8 of Part 1 of this Service Requirements, in accordance with paragraph 8.2 of Part 1 of this Service Requirements; |

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| | | 5 | the information and data relating to the delivery of the Additional Services in accordance with paragraphs 5.3, 6.1.3 and 9.1.2 of Part 1 of this Service Requirements, in each Contract Month; and |
| | | 6 | the information and data relating to adjustment to the Fees pursuant to clauses 4.12 and 4.13 (<i>Pricing and payments</i>), in accordance with clause 4.13.1 (<i>Pricing and payments</i>). |

Part 3 – Product Descriptions

This Part 3 sets out the Product Description for each Product.

| Product | Description |
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| Assessment Strategy | <p>A clear and detailed explanation for how the TQ meets the outcomes/overall measures and requirements for each Service.</p> <p>In relation to the design of the TQ, the Assessment Strategy shall include details of and a clear and detailed rationale for:</p> <ul style="list-style-type: none">• how the design of the TQ will ensure compliance (including ongoing compliance) with all relevant requirements of this Service Requirements;• (i) individual assessment time for each TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability, and (ii) combined assessment time for the different TQ assessments;• the number of marks for each individual TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability;• how the design of the TQ will ensure appropriate compensation taking into account the requirements of SR 2.6 (5) (a) of Service Requirement 2;• the approach to differentiating for the available grade range in each case;• how Students' interests will be protected if there are changes to the Specification of Content;• the Guided Learning hours for each Component, taking into account the requirements of SR 1.1 (9) of Service Requirement 1; |

| Product | Description |
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| | <ul style="list-style-type: none"> • if applicable, why Students have been given the option to study more than two Occupational Specialist Components; • the approach to how assessments will be structured, for example in terms of covering the required part of the Specification of Content effectively and achieving the optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2, including: <ul style="list-style-type: none"> ○ the number of tasks and assessments in the External Examination; ○ the number of tasks and assessments in the Employer Set Project; ○ the relative weightings of the External Examination and the Employer Set Project; ○ the number of tasks and assessments for each Occupational Specialist Component; ○ for Occupational Specialist Components, why it is not possible to assess performance outcomes synoptically (if applicable); and ○ how Outline Content will be covered over the life of the Contract including any proposed approach to sampling. • in very exceptional circumstances where the Supplier considers that there is justification for any assessments in relation to the Employer Set Project and/or the Occupational Specialist Components to be marked by an Approved Provider and not externally marked by an Assessor, a detailed rationale which explains why this is necessary in terms of achieving an optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2 and a detailed explanation of the approach to Moderation. Exceptional circumstances shall include the following factors: <ul style="list-style-type: none"> ○ where the assessment evidence generated by Students is likely to arise spontaneously and/or be ephemeral in nature and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier arranging to be present for every assessment; ○ where the assessment would require repeat measurement over an extended period of time, potentially including measurement of multiple aspects across multiple Students, rather than measurement on a single occasion and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier being present for the whole period of the assessment; ○ where the presence of an Assessor could significantly affect the assessment, for example because it may place undue pressure on Students and therefore undermine fairness, or could require the assessment to be designed and/or completed in an artificial way which would undermine validity; and |

| Product | Description |
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| | <ul style="list-style-type: none"> ○ where the presence of an Assessor is not possible owing to issues of sensitivity and/or confidentiality with respect to individuals required to participate in the assessment(s), provided always that the factor(s) giving rise to a claim by the Supplier of the existence of any exceptional circumstances are relevant to the content of the TQ, the risks to the validity or manageability of the assessment arising as a result of such factor(s) are significant and such factor(s) and/or risk(s) cannot be managed or mitigated without marking being undertaken by an Approved Provider; • the approach to coverage of the Outline Content, including: <ul style="list-style-type: none"> ○ how Outline Content has been covered overall and in each TQ assessment; ○ how Outline Content has been elaborated on where necessary; ○ if applicable, why it is necessary to move elements of the Outline Content which relate to one Component into another Component; and ○ if applicable, why it is necessary to include entirely new content that is not included in the Outline Content in the Specification of Content; • the approach to: <ul style="list-style-type: none"> ○ mapping of the Specification of Content in TQ Specimen Assessment Materials; ○ coverage of the Specification of Content over time; and ○ ensuring the assessments for the TQ Core Component and each Occupational Specialist Component support fair access to attainment, including the approach to Reasonable Adjustments and Special Consideration; • the assessment objectives and weightings for the External Examination and the Employer Set Project; • the approach to targeting assessment objectives in the External Examination and the Employer Set Project, and to targeting performance outcomes in each Occupational Specialist Component; • the approach to each TQ assessment, including: <ul style="list-style-type: none"> ○ an explanation of: <ul style="list-style-type: none"> ▪ the range of task types to be used (e.g. multiple-choice, short answer, extended response, practical assignment) and how these will support valid assessment of the Specification of Content; and |

| Product | Description |
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| | <ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ the approach to mark scheme and assessment criteria design, including for different task types, and an explanation of how resulting mark schemes and assessment criteria will support reliable application by Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy); ○ sample question/tasks which may be from the TQ Specimen Assessment Materials, and associated mark schemes and assessment criteria, representing the range to be used in each such TQ assessment, with commentaries explaining the approaches; ○ an indicative sampling grid for the External Examination; and ○ how the requirements of SR 2.6 (7) and SR 2.6(8) of Service Requirement 2 have been taken into account. <ul style="list-style-type: none"> • the approach to availability of TQ assessments, including: <ul style="list-style-type: none"> ○ when assessments will be scheduled for the External Examination, the Employer Set Project and each Occupational Specialist Component; ○ how the approach is appropriate, including consideration of: the amount and weight of material to be covered; the extent to which different aspects would be covered sequentially or concurrently; how coherence with the overall T Level Programme will be promoted; the need to ensure that enough time is available for sufficient learning to have taken place (including how Approved Providers will be supported so that they enter Students for a Component's assessments in an appropriate Academic Year and in an appropriate assessment series within that Academic Year, in each case, within the two-year programme for the T Level); and how the approach will support standard setting; ○ when the first assessment cycle will be held for the First Teach Cohort, taking into account the need to ensure that standards are set appropriately in the first Academic Year so they are appropriate to be carried forward to future assessment cycles; ○ arrangements for Students to retake, in full, any or all of the External Examination, the Employer Set Project and each Occupational Specialist Component; and ○ the type of assessment (eg. online and/or paper-based) for the External Examination, Employer Set Project and each Occupational Specialist Component; and • quality assuring the design and development of the TQ and its component assessments in line with the requirements set out in the Service Requirements and in line with the Assessment Strategy. |

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| | <p>Taking into account the approach to availability of TQ assessments, the Assessment Strategy shall include a clear and detailed explanation of any risks that have been identified, how these will be mitigated, and how particular challenges will be addressed, including:</p> <ul style="list-style-type: none"> • ensuring comparability of assessments; • minimising predictability of assessments; • ensuring security and confidentiality of assessments; and • in relation to the Employer Set Project, how the Employer Set Projects will continue to be relevant to the TQ Core Component throughout the Term and how they will not become predictable and will keep pace with the needs of industry. <p>In relation to the delivery of the TQ, the Assessment Strategy shall include:</p> <ul style="list-style-type: none"> • details of and a clear and detailed rationale for how the delivery of the TQ will ensure ongoing compliance with all relevant requirements of this Service Requirements; • clear details of the process for developing TQ assessment materials (including TQ Specimen Assessment Materials and TQ Live Assessment Materials), including different stages and Supplier Staff involved, how evidence regarding functioning of previous assessments is used, any differences by assessment type and item setting arrangements; • clear details of the approach to training individuals who will be responsible for setting TQ assessments and/or items, including ensuring security and mitigating any conflicts of interest; • details of the nature of and number of hours of supervised conditions that will be required to deliver the TQ; • clear details of the approach to training and standardising the approach of Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy), together with details of standardisation procedures and any wider training; |

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| | <ul style="list-style-type: none"> • a clear and detailed explanation of how the marking processes for Student assessment evidence for the TQ will operate, including any variation between the External Examination, the Employer Set Project and each Occupational Specialist Component; • a clear and detailed explanation of the process that will be in place: <ul style="list-style-type: none"> ○ to monitor accuracy and consistency of marking by Assessors (and Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and issuing of results, and ○ to take remedial action where such process does not deliver accuracy and consistency of marking (and/or Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and/or issuing of results; • a clear and detailed explanation of how malpractice will be minimised and addressed and the approach to maintaining security and confidentiality of TQ assessments, including any differences by assessment; • a clear and detailed explanation as to how live issues during assessments for the TQ will be dealt with (i.e. where the design/delivery mitigations have failed); • a clear and detailed explanation as to how results data for each Component and the TQ will be provided to the Authority in line with the Key Dates Schedule for the relevant Academic Year; and • a clear and detailed explanation as to how each Post-Results Service (referred to in paragraph 9 (<i>TQ Post-Results Services</i>) of Part 1 of this Service Requirements) will be delivered. <p>In relation to Eligible Providers and Approved Providers, the Assessment Strategy shall include a summary of the proposed approach to ensuring that Approved Providers are able to prepare for and undertake the TQ assessments, together with a clear and detailed explanation of:</p> <ul style="list-style-type: none"> • the approach to approving Eligible Providers as Approved Providers, in line with the Provider Approval Criteria; |

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| | <ul style="list-style-type: none"> the approach to ensuring that all Approved Providers have appropriate and consistent quality assurance measures in place for the delivery of the TQ and ensuring that such Approved Providers maintain ongoing compliance with those quality assurance measures; the approach to the provision of guidance and training to Approved Providers in connection with the delivery of the TQ assessments for the Employer Set Project and the Occupational Specialist Components; the approach to monitoring Approved Providers in relation to TQ assessments for the Employer Set Project and the Occupational Specialist Components, including how this approach will ensure that such assessments remain fit for purpose on delivery; how Guide Standard Exemplification Materials will be produced, with input from Employers; and how Grade Standard Exemplification Materials will be produced, and kept under review, with input from Employers. <p>In relation to awarding, the Assessment Strategy shall include a clear and detailed explanation of:</p> <ul style="list-style-type: none"> the technical methodology employed in the awarding process, including the Supplier Staff involved and their roles; how the decisions from the awarding process are approved within the Supplier and the Supplier Staff involved in this; how comparability between different versions of assessments and different types of assessment (e.g. online vs paper-based) is ensured, both where these are available at the same time and on an ongoing basis; how comparability between any options in the TQ will be ensured; |

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| | <ul style="list-style-type: none"> • how any evidence in relation to the comparability of the TQ with the technical education qualification element for other applicable T Levels within the same Route (including those offered by other T Level Awarding Organisations) will be used to inform decisions on standard setting; • how grades are calculated, including judgemental and arithmetic grade boundaries, aggregation of marks between the External Examination and Employer Set Project, and the use of any conversion scales; and • the approach to and range of qualitative and quantitative evidence used to inform grading and awarding decisions and the weight given to different sources, together with: <ul style="list-style-type: none"> ○ a rationale for this approach in the light of the TQ design and Cohort make-up; and ○ details of how this approach will be kept under review and may be adjusted, including any variation between initial standard setting and maintenance of standards, <p>and in relation to such qualitative and quantitative evidence:</p> <ul style="list-style-type: none"> ○ qualitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> ▪ views of senior examiners about the quality of Student assessment evidence for the TQ; ▪ views of senior examiners about the demand of TQ assessments; ▪ performance descriptions informed by Employer views; ▪ Guide Standard Exemplification Materials and Grade Standard Exemplification Materials informed by Employer views; ▪ archive Student assessment evidence for the TQ from previous series (where applicable); and ▪ if necessary, cognate Student assessment evidence for the TQ, for example from related qualifications; and ○ quantitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> ▪ mark distribution; ▪ mean mark; ▪ standard deviation; ▪ item-level data, such as facility and discrimination indices; |

| Product | Description |
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| | <ul style="list-style-type: none"> ▪ percentage of Students achieving each grade in previous series; and ▪ information about Students' prior/concurrent attainment. <p>The Assessment Strategy shall also include an explanation as to how innovation will be appropriately tested before implementation to secure on-going compliance by the Supplier with its obligations under this Service Requirements.</p> |
| TQ Specification | <p>Specification of Content</p> <p>The Specification of Content shall set out the knowledge, understanding, skills and behaviours that Students need to learn for the TQ Core Component and each Occupational Specialist Component. The Specification of Content for the TQ Core Component and each Occupational Specialist Component must be clear and unambiguous and adequately cover (and where necessary build on) the Outline Content (and not simply replicate it). The Specification of Content shall detail the recommended Guided Learning hours for each Component (including recommended Guided Learning hours for both delivery and assessment of each Component), taking into account the requirements of SR 1.1 (9) of Service Requirement 1.</p> <p>Scheme of Assessment</p> <p><i>TQ Core Component – External Examination – knowledge and understanding</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the External Examination) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> • the assessment objectives and their weightings; • the method and number of assessments (if more than one); • the duration of the/each assessment; • the number of marks in the/each assessment; • how and when the/each assessment will be made available; • the grades available for the TQ Core Component and that these grades are for the External Examination and the Employer Set Project in combination; and • any relevant design features for the External Examination, such as the range of different question types that will be used and any access there will be to stimulus/pre-release materials. |

| Product | Description |
|---------|--|
| | <p><i>TQ Core Component – Employer Set Project</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the Employer Set Project) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> • the assessment objectives and their weightings; • the assessment tasks available, i.e. options; • the duration of the assessment; • the number of marks for the assessment; • how and when the assessment will be made available; • the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated); • the conditions under which assessment evidence must be generated; • the forms of assessment evidence that must be retained by the Approved Provider and the expectations around this; • the grades available for the TQ Core Component and that these grades are for the External Examination and Employer Set Project in combination; and • (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted. <p>The Scheme of Assessment shall also:</p> <ul style="list-style-type: none"> • specify the relevant weightings as between the External Examination and the Employer Set Project; and • outline the minimum performance requirements for each judgemental grade required for the TQ Core Component (and each judgemental grade shall reference both the External Examination and Employer Set Project). <p><i>Occupational Specialist Components</i></p> |

| Product | Description |
|---------|--|
| | <p>The Scheme of Assessment shall clearly set out (in relation to each Occupational Specialist Component) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> • the performance outcomes and how these are mapped to the Outline Content; • the assessment task(s) for the relevant Occupational Specialist Component; • the duration of the assessment; • the number of marks for the assessment; • how and when the TQ Live Assessment Materials will be made available; • the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated); • the conditions under which Student assessment evidence must be generated; • the forms of Student assessment evidence that must be retained by the Approved Provider and the expectations around this; • any permissions/prohibitions with respect to different Occupational Specialist Components being taken in combination; • the grades available for the relevant Occupational Specialist Component; and • (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted. <p>Approved Provider's Quality Assurance Process</p> <p>This part of the TQ Specification shall set out details of the Approved Provider's role in quality assuring the TQ assessments, to ensure compliance by the Supplier with its quality assurance obligations in the relevant part of the Supplier Response, for example:</p> <ul style="list-style-type: none"> • authentication – ensuring Students' assessment evidence is their own; |

| Product | Description |
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| | <ul style="list-style-type: none"> malpractice – for example during controlled conditions; and any other activity required of Approved Providers by the Supplier to ensure regulatory/contractual requirements are met. <p>Additional Information for Approved Providers</p> <p>The TQ Specification shall also clearly set out:</p> <ul style="list-style-type: none"> the Qualification Purpose; and the prior learning requirements for the TQ (if applicable). <p>The TQ Specification shall also clearly set out, or provide appropriate links to, information regarding:</p> <ul style="list-style-type: none"> calculating grades (e.g. aggregation and scaling); submitting general queries; access arrangements, Reasonable Adjustments and Special Consideration; enquiries about results and Appeals; retakes; and any guidance in relation to delivery of the TQ. |
| TQ Specimen Assessment Materials | <p>The TQ Specimen Assessment Materials shall comprise examples of assessments that are representative of the approach the Assessment Strategy proposes is used in live operation and shall be produced to the same quality standard. The TQ Specimen Assessment Materials shall cover each of the following:</p> <ul style="list-style-type: none"> TQ Core Component – External Examination – sample question paper and mark scheme for the/each assessment, together with mapping to the Outline Content and sampling approach proposed; TQ Core Component – Employer Set Project – assessment tasks/requirements for each available option and assessment criteria; and Occupational Specialist Component – practical assessment tasks/requirements and assessment criteria for each Occupational Specialist Component. |

| Product | Description |
|-------------------------------------|---|
| TQ Live Assessment Materials | The live assessment materials (modelled on the TQ Specimen Assessment Materials and taking into account (as applicable) performance demonstrated by previous TQ Live Assessment Materials) that are to form the basis of assessment for the TQ for the relevant Academic Year. |
| Exemplification Materials | <p>Guide Standard Exemplification Materials</p> <p>Guide Standard Exemplification Materials shall include indicative ‘guide’ examples of Student assessment evidence which the Supplier judges would be likely to meet the minimum requirements for Threshold Competence and higher grades in each Occupational Specialist Component. Guide Standard Exemplification Materials will be produced in consultation with and validated by Employers.</p> <p>Grade Standard Exemplification Materials</p> <p>Grade Standard Exemplification Materials shall include actual marked examples of Students’ assessment evidence, selected after awarding, which:</p> <ul style="list-style-type: none"> • have met the minimum requirements for Threshold Competence and higher grades in each Occupational Specialist Component; • are produced (and reviewed on an ongoing basis) in consultation with and validated by Employers; • may be used to train Assessors (and any assessors employed or engaged by an Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) to ensure that Student assessment evidence is assessed to the correct standard consistently, provided always that if the materials are used to train such Assessors (and any assessors and Moderators), the Supplier shall ensure that the spread of marks covered by the materials (including the Grade Standard Exemplification Materials) that are used for such training shall not be restricted to the grade boundaries but shall include material at a range of other marks; and • meet the requirements of SR 2.7(3) of Service Requirement 2. |
| Implementation Plan | A detailed explanation of the Supplier’s proposed approach to successfully designing, developing and delivering the TQ throughout the Term (the level of detail in respect of the whole (and each relevant part of such Term) being |

| Product | Description |
|---------|---|
| | <p>commensurate with the level of detail that can reasonably be expected to be known by and/or available to the Supplier from time to time in respect of such whole or part of the Term), including evidence of the achievability of the proposed approach against the TQ Critical Path Diagram.</p> <p>It shall present a clear and achievable overall timetable for the delivery of all of the Services.</p> <p>The Implementation Plan shall include information about the Supplier's:</p> <ul style="list-style-type: none"> • programme and project management approach and project expertise to develop and deliver the TQ, including details of delivery risks and plan to mitigate such risks; • financial modelling on cost of design, development and delivery of the TQ and delivery of the Services; • approach to working with Stakeholders (including the T Level Panel up to Interim Milestone 1) in relation to the design, development, delivery and update of the TQ and the Services (including consultation with Eligible Providers to ensure the quality of the Initial TQ Deliverables at each Milestone); • approach to working with Stakeholders and organisations associated with and/or providing advice and/or guidance in relation to Students with special educational needs and disabilities in the design, development, delivery and update of the TQ and the Services, including a process for regularly reporting on progress; • approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Eligible Providers and/or Approved Providers (as applicable), including how such documents will be shared and when; • capacity to scale up in relation to demand and in response to delivery challenges to ensure overall delivery remains on track; • ability to develop innovative solutions; • approach to ensuring that Management Information is interoperable with the Authority's systems and processes during the design, development and live operation of the TQ; • proposals for efficiently supporting Providers to deliver the TQ and to answer related enquiries and address related complaints (including Post-Result Services) made by telephone, by post and by other electronic correspondence efficiently and effectively; • process for raising delays or concerns; and • details of proposed joint working between T Level Awarding Organisations (as contemplated by Schedule 4 (<i>Co-operation</i>)) to support (amongst other things) the effective and efficient delivery of the T Level |

| Product | Description |
|----------------------|--|
| | <p>Programme and to streamline administration relating to the T Levels Programme in the interests of Students and Providers.</p> <p>The Implementation Plan shall evidence that the Supplier has, or will have:</p> <ul style="list-style-type: none"> • IT infrastructure and systems to support the design, development, delivery and award of the TQ; • secured any relevant third party contracts to support delivery of the TQ; and • processes for the design, development, delivery and award of the TQ. |
| Resource Plan | <p>A detailed explanation of the Supplier's proposed approach to resourcing to ensure performance of the Services, and the successful design, development and delivery of the TQ, which shall be in the format of the template Resource Plan issued by the Authority as part of the procurement process leading to the award of this Contract.</p> <p>The Resource Plan shall include detail about:</p> <ul style="list-style-type: none"> • all types of resources required for delivery of the Services, including a distinction between those that will be dedicated to the TQ and those that will be used for other qualifications or business areas; • the resources that will be internal and those that will be external; • the skills and experience profiles for the required resources; • any existing skills or knowledge gaps that may exist with resources already in place and how and when additional resources will be recruited, mobilised, trained and managed; • the number of resources required (including the number of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) required); • what the resources would be required to deliver and by when; • how long the relevant resources would be engaged; • processes, measures and strategies that will ensure proper, effective and resilient resourcing so that the TQ will at all times operate in accordance with the Service Requirements; • processes for keeping resource requirements under review; • the proposed approach to the recruitment (including the timescales for and number) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the |

| Product | Description |
|-----------------------------------|---|
| | <p>requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements;</p> <ul style="list-style-type: none"> the proposed approach to the training (including the timescales) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements; the assessment expertise, which will be used to deliver assessment design and processes set out in the Assessment Strategy; and the occupationally specific subject expertise needed to devise and assess Occupational Specialist Components. |
| Submission Issues Log | The log of issues raised by the Authority in respect of the Initial TQ Deliverables following a Submission and the Supplier's detailed description of how each such issue has been resolved. |
| Risk Register | The Supplier's register detailing any events, matters and/or circumstances which it reasonably foresees (acting in accordance with Good Industry Practice) may impact upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such register, such register as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract). |
| Issues Log | The Supplier's log detailing any events, matters and/or circumstances which have occurred and which may impact (or have impacted) upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such log, such log as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract). |
| Provider Approval Criteria | <p>The Supplier's criteria for the approval of Eligible Providers to deliver the TQ which shall:</p> <ul style="list-style-type: none"> ensure that the Eligible Provider's ability to deliver the TQ to the required standards and expectations is assessed and verified; ensure that the expertise of the Eligible Provider to deliver the TQ to the required standards and expectations is assessed and verified; |

| Product | Description |
|---------|--|
| | <ul style="list-style-type: none"> • ensure that resources available to the Eligible Provider to deliver the TQ in line with the required standards and expectations is assessed and verified; • promote accessibility of the TQ to all Eligible Providers; • not impose any undue and/or overburdensome administrative, financial and/or operational requirements and/or require any change in the existing administrative, financial and/or operational aspects of an Eligible Provider's business and/or operations, in either case, which could not reasonably be expected by an Eligible Provider as being strictly necessary to deliver the TQ (having regard to the administrative, financial and/or operational aspects of the business and/or operations within which Providers (operating in the same or substantially similar business and/or operations as the Eligible Provider) operate; and • not be inconsistent with and/or lead to a breach of the requirements of clause 7.1 (<i>Interaction with Providers</i>). |

ANNEX 1 – QUALIFICATION PURPOSE

The purpose of the level 3 TQ is to ensure Students have the knowledge, skills and behaviours needed to progress into skilled employment or higher level technical training relevant to the T Level.⁸

To achieve this, each level 3 TQ must:

- provide reliable evidence of Students' attainment in relation to:
 - the core knowledge and skills relevant to the Route and Occupational Specialist Component(s) covered by the TQ; and
 - the knowledge, skills and behaviours required for at least one Occupational Specialist Component relevant to the TQ;
- be up-to-date, ensuring the knowledge, skills and behaviours needed for the Occupations have continued currency among Employers and other end-users;
- ensure maths, English and digital skills are developed and applied where they are essential to achieve occupationally relevant outcomes;
- ensure the minimum pass grade standard for Occupational Specialist Components attests to Threshold Competence, meets employer expectations, and is as close to full occupational competence as possible;
- allow end users to accurately identify Students' level of attainment and effectively differentiate their performance;
- provide a clear and coherent basis for development of suitably demanding high-quality level 3 courses, which enable Students to realise their potential;
- provide Students with the opportunity to manage and improve their own performance; and
- support fair access to attainment for all Students who take the TQ, including those with special educational needs and disabilities.

⁸ The Authority may only grant IfATE Approval of the qualification "if satisfied that by obtaining the qualification a person demonstrates that he or she has attained as many of the outcomes set out in the standards as may reasonably be expected to be attained by undertaking a course of education" (sA2DA(3) of the 2009 Act).

ANNEX 2 – INTENTIONALLY BLANK

ANNEX 3 – OUTLINE CONTENT

The content for this Annex is contained in a separate file S2_A3_Lot6_Outline_Content.

ANNEX 5 – INDICATIVE KEY DATES SCHEDULE⁹

To meet the requirements of Schedule 4 (*Co-operation*) the Supplier, working with other T Level Awarding Organisations, will need to produce a Key Dates Schedule, which secures the efficient and effective delivery of each assessment series for the TQ. Within the Key Dates Schedule, the deadline for submitting TQ Student registration data to the Authority must be in November in the first year of study. For a summer assessment series results must be issued on or no later than the date A level results are issued.

For a summer assessment series the key dates could include but are not restricted to:

| Key Date | Description | Assessment series |
|--|--|--------------------------|
| November (Yr1) | Deadline for submitting TQ Student registration data to the Authority | All |
| 3 rd week Feb | Deadline for entries for assessments by Approved Providers | June |
| 3 rd week Feb | Final date for submitting Reasonable Adjustment requests to the Supplier by Approved Providers | June |
| 4 th week Feb | Assessment timetable issued | June |
| 2 nd week May | First date for submitting Special Consideration requests to the Supplier | June |
| 2 nd week May-3 rd week June | Assessments take place | June |
| 3 rd week August | Restricted release of T Level results to Approved Providers by the Authority | June |
| 3 rd week August | Release of results to Students by the Authority | June |

⁹ This is an indicative Key Dates Schedule. Exact dates and further key dates will need to be agreed between the Supplier and other T Level Awarding Organisations through Schedule 4 (*Co-operation*) and the resulting Key Dates Schedule must be Approved by the Authority.

| Key Date | Description | Assessment series |
|--------------------------------|---|--------------------------|
| 3 rd week August | Release of more detailed TQ results data from the Supplier | June |
| 3 rd week September | Appeals and assessment review requests made | June |
| 4 th week Nov | T Level certificates and statements of achievement issued by the Department (or the function may be delegated to the Authority) | All |

ANNEX 6 – TQ CONTENT UPDATING SCHEDULE

TQ Content Updating Schedule: Inclusive TQ Changes

| Schedule Date | Activity |
|---|--|
| By end November (Academic Year X ¹⁰ -1) | Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Inclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Inclusive TQ Changes. |
| December to February (Academic Year X-1) | The Supplier shall reflect any Inclusive TQ Changes arising out of the relevant annual guidance note (and any additional updates the Supplier proposes should be included as part of the annual review) in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable). |
| By end February (Academic Year X-1) | The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Inclusive TQ Changes in question to the Authority for agreement. |
| March (Academic Year X-1) | <p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> • confirm to the Supplier its agreement to the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents; or • notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents are not agreed (and provide details of the comments and/or objections that the Authority has in relation to such documents). <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections</p> |

¹⁰ Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Inclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

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| | of the Authority and resubmit such amended documents to the Authority for agreement, to which the provisions of paragraph (a) (immediately above) shall apply. |
| The earlier of the end of March (Academic Year X-1) and (where applicable) the date of agreement by the Authority to the relevant amended documents | The Supplier shall make available any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed its agreement to the resubmitted document or notified the Supplier that such document (containing only those amendments that have been agreed by the Authority) may be made available to Approved Providers. |
| September (Academic Year X) | Any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents shall be implemented by Approved Providers for the new Cohort of Students. |

TQ Content Updating Schedule: Exclusive TQ Changes

| Schedule Date | Activity |
|---|--|
| End May (Academic Year X ¹¹⁻²) | Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Exclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Exclusive TQ Changes. |
| June (Academic Year X-2) to September (Academic Year X-1) | The Supplier shall reflect any Exclusive TQ Changes arising out of the relevant annual guidance note in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable). |

¹¹ Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Exclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

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| By End September (Academic Year X-1) | The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Exclusive TQ Changes in question to the Authority for IfATE Approval. |
| October to November (Academic Year X-1) | <p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> confirm to the Supplier that the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents meet the requirements for IfATE Approval; or notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents do not meet the requirements for IfATE Approval (and provide details of the comments and/or objections that the Authority has in relation to such documents). <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections of the Authority and resubmit such amended documents to the Authority for IfATE Approval, to which the provisions of paragraph (a) (immediately above) shall apply.</p> |
| The earlier of the beginning of December (Academic Year X-1) and (where applicable) the date of IfATE Approval being achieved in relation to the relevant amended documents | The Supplier shall make available any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) |

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| | above and the Authority has either confirmed that such amended resubmitted document has achieved IfATE Approval or notified the Supplier that such document (containing only those amendments on which the Authority would be prepared to award IfATE Approval) may be made available to Approved Providers. |
| September (Academic Year X) | Any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval shall be implemented by Approved Providers for the new Cohort of Students. |

ANNEX 7 – INITIAL DEVELOPMENT MILESTONES

In the event of any conflict and/or inconsistency between the provisions of this Annex 7 and the provisions of Annex 4 (*TQ Critical Path Diagram*) to this Service Requirements, the provisions of this Annex 7 shall prevail.

| Milestone | Submission Date | Submission |
|---------------------|------------------------|---|
| Interim Milestone 1 | 24 Jan 2022 | <p>TQ Specification. A draft version of the TQ Specification, which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting, and which includes:</p> <ul style="list-style-type: none"> (e) a complete Specification of Content for all Components which fully covers the Outline Content; (f) the proposed Guided Learning hours for each Component; (g) a draft of the Scheme of Assessment which: <ul style="list-style-type: none"> (i) specifies the assessment objectives for each part of the TQ Core Component; (ii) defines each assessment method to be used for each Component; (iii) specifies indicative weightings for the assessments within the Components. <p>TQ Specimen Assessment Materials. Sample indicative assessment tasks, and assessment criteria/mark schemes which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's</p> |

| Milestone | Submission Date | Submission |
|-----------|-----------------|---|
| | | <p>Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting for:</p> <ul style="list-style-type: none"> (h) each part of the TQ Core Component; and (i) at least one Occupational Specialist Component. <p>The submission must support the exemplification of the proposals within the assessment design walkthrough and include as a minimum the following:</p> <ul style="list-style-type: none"> (j) exemplar questions that cover the variety of questions types and accompanying mark scheme including indicative content; (k) exemplar tasks for one example of an Employer Set Project together with an exemplar mark scheme and indicative content; and (l) exemplar tasks for one Occupational Specialist Component Assignment together with an exemplar mark scheme including indicative content. <p>Assessment Strategy. A draft of the Assessment Strategy, which contains a clear explanation of the structure of the assessment design and strategy for example, the proposed number of assessments and/or assessment tasks, the duration of each and the conditions under which each would be taken. For the Employer Set Project and the Occupational Specialisms, the draft of the Assessment Strategy should also set out the proposed approach to marking and how students' application of skills and knowledge will be assessed. The draft of the Assessment Strategy shall meet (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Assessment Strategy and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> |

| Milestone | Submission Date | Submission |
|-----------|-----------------|--|
| | | <p>The Submission must include an:</p> <p>(a) Assessment design slide deck. A slide deck which contains a clear explanation of the structure of the assessment design and explanation of the design decision rationale for the TQ Core Component and Occupational Specialist Component. The slide deck must contain the structural elements and rationale in accordance with any guidance on the Service Requirements issued by the Authority and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting. The assessment design slide deck will be used to facilitate a walkthrough with the Authority shortly following the submission.</p> <p>Implementation Plan. A complete version of the Implementation Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Implementation Plan and which also takes in account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting</p> <p>Resource Plan. A complete version of the Resource Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all</p> |

| Milestone | Submission Date | Submission |
|---------------------|-----------------|--|
| | | <p>of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. An updated and complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Draft Key Dates Schedule. An updated version of the Key Dates Schedule.</p> |
| Interim Milestone 2 | 14 Feb 2022 | <p>TQ Specimen Assessment Materials. A complete version of the TQ Core Exam, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy (for the section related to the Specimen Assessment Materials submission). An updated Assessment Strategy which explains the approach and rationale for the design decisions made for the Specimen Assessment Materials submitted.</p> |

| Milestone | Submission Date | Submission |
|---------------------|-----------------|---|
| Interim Milestone 3 | 7 Mar 2022 | <p>TQ Specimen Assessment Materials. A complete version of the TQ Employer Set Project, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy (for the section related to the Specimen Assessment Materials submission). An updated Assessment Strategy which explains the approach and rationale for the design decisions made for the Specimen Assessment Materials submitted.</p> |
| Interim Milestone 4 | 28 Mar 2022 | <p>TQ Specification. A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>TQ Specimen Assessment Materials. A complete version of the TQ Occupational Specialist Component, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy. A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> |

| Milestone | Submission Date | Submission |
|-----------|-----------------|---|
| | | <p>Implementation Plan. A complete version of the Implementation Plan, which meets all of the requirements of the Product Description for the Implementation Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Resource Plan. A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 4) all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> |

| Milestone | Submission Date | Submission |
|---------------------|-----------------|---|
| Interim Milestone 5 | 3 May 2022 | <p>TQ Specimen Assessment Materials. A complete version of each part of the TQ Core Component, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy (for the section related to the Specimen Assessment Materials submission). An updated Assessment Strategy which explains the approach and rationale for the design decisions made for the Specimen Assessment Materials submitted.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> |
| Interim Milestone 6 | 6 Jun 2022 | <p>TQ Specimen Assessment Materials. A complete version of each part of the Occupational Specialist Component, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy (for the section related to the Specimen Assessment Materials submission). An updated Assessment Strategy which explains the approach and rationale for the design decisions made for the Specimen Assessment Materials submitted.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> |

| Milestone | Submission Date | Submission |
|---------------------------------|-----------------|---|
| Final Approval Milestone | 25 Jul 2022 | <p>TQ Specification. A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>TQ Specimen Assessment Materials. A complete version of the TQ Specimen Assessment Materials, which meet all of the requirements of the Product Description for the TQ Specimen Assessment Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy. A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Implementation Plan. A complete version of the Implementation Plan, which meets all of the requirements of the Product Description for the Implementation Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Resource Plan. A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> |

| Milestone | Submission Date | Submission |
|-----------|-----------------|---|
| | | <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria, which meets all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> <p>Draft Key Dates Schedule. An updated version of the Key Dates Schedule.</p> |

| Milestone | Submission Date | Submission |
|--|-----------------|--|
| Guide Standard Exemplification Materials | 28 Nov 2022 | Exemplification Materials. A complete version of the Guide Standard Exemplification Materials for each Occupational Specialist Component, which meet all of the requirements of the Product Description for the Guide Standard Exemplification Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting or any other feedback. |

ANNEX 8 – ELIGIBLE PROVIDERS

Part 1 – Eligible Providers 2023 Cohort

The Eligible Providers for the Academic Year commencing 2023 are published on the .gov.uk website here: <https://www.gov.uk/government/publications/providers-selected-to-deliver-t-levels>

Part 2 – Eligible Providers Subsequent Cohorts

The Authority shall, not later than 12 months prior to the commencement of the relevant Academic Year, notify the Supplier of the Eligible Providers for such Academic Year.

ANNEX 9 – MANAGEMENT INFORMATION

| Information/ report | Description |
|--------------------------------|---|
| Development Phase Report | <p>In the period prior to IfATE Approval, the Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier’s progress against and compliance (to date) with the Implementation Plan (including progress against any milestones (including any Milestones)) and the Resource Plan; • how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements; • how Employers (and other end users, including higher education providers) have been consulted in relation to the design of the TQ; and • such other information as the Authority may reasonably require from time to time. |
| Operational Delivery Report | <p>Monthly Performance Report</p> <p>The Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier’s progress against and compliance (to date) with the Implementation Plan, the Resource Plan and the Key Dates Schedule for the relevant Academic Year; • how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements; • for each KPI in respect of which the Performance Monitoring Period ends in that Contract Month: <ul style="list-style-type: none"> ○ the actual performance achieved by the Supplier for that KPI during that Performance Monitoring Period; and ○ details of any Service Failure that occurred in respect of that KPI, together with the proposed KPI Improvement Plan; • details of the Supplier’s progress against each KPI Improvement Plan that the Supplier is (or should be, if it |

| Information/ report | Description |
|------------------------|---|
| | <p>was complying with its obligations under this Contract) carrying out and/or completing during the relevant Contract Month;</p> <ul style="list-style-type: none"> • the Supplier's progress in carrying out any Designated Action notified by the Authority pursuant to clause 13.2 (<i>What may happen if there are issues with your provision of the Services</i>); • without prejudice to clause 13.1 (<i>What may happen if there are issues with your provision of the Services</i>), any Critical Service Failures occurring in the relevant Contract Month; • any areas of the Services (and/or the performance of the Services) where the Supplier reasonably considers that there could be innovations and/or improvements in the delivery and/or performance of the Services, including key risks and potential benefits; • progress in implementing, and the actual impact of, any innovations and/or improvements previously notified by the Supplier; • evidence demonstrating that the Supplier is achieving the overarching outcomes for each element of the Services, as set out in the first column of the Service Definitions Table; • the monitoring undertaken by the Supplier in accordance with paragraph 3.1.2 of Part 1 of this Service Requirements in the relevant Contract Month; • any events, matters and/or circumstances referred to in paragraph 3.2 of Part 1 of this Service Requirements occurring in the relevant Contract Month, together with the progress (during the relevant Contract Month) of the Eligible Provider or Approved Provider (as the case may be) and the Supplier in taking the steps and/or actions referred to in paragraphs 3.3 and 3.4 of Part 1 of this Service Requirements; and • such other information as the Authority may reasonably require from time to time having regard to, amongst other things, the period in the Academic Year within which the relevant Contract Month falls. <p>In relation to the assessment of the Supplier's performance against each KPI, the Supplier shall submit all such evidence as is referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>), other than where such evidence is stated to be obtained via a survey. Notwithstanding the evidence that the Supplier is required to provide (referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>)) to enable the assessment of the Supplier's performance against each KPI, the Supplier shall also include within this Monthly Performance Report the following data and information (broken down by KPI):</p> |

| Information/ report | Description |
|------------------------|---|
| | <ul style="list-style-type: none"> • KPI 1 (Provider approval and monitoring): <ul style="list-style-type: none"> ○ the number of Eligible Providers applying to become Approved Providers, broken down into those Eligible Providers that are seeking a full approval and those Eligible Providers that are seeking to extend an existing approval; ○ the number and details of Eligible Providers that have submitted an application to become an Approved Provider and who have (i) not become an Approved Provider and (ii) become an Approved Provider; ○ the number and details of Eligible Providers that are awaiting a decision on their application to become an Approved Provider; ○ the number and details of Eligible Providers in respect of which a decision has been made within 30 Working Days of receipt by the Supplier of the relevant application; and ○ details of the actual monitoring of Approved Providers undertaken by the Supplier in the relevant Contract Month. • KPI 2 (Approved Provider preparedness).¹² • KPI 3 (Queries from Eligible Providers and Approved Providers): <ul style="list-style-type: none"> ○ the number of letters and other forms of electronic correspondence received (broken down by letter and each other form of electronic correspondence) and number of telephone calls received, in each case, in the relevant Contract Month; ○ a summary of key topics or queries being asked; ○ details of the percentage of such queries being resolved within the Target Service Level (broken down by letter (and each other form of electronic correspondence) and telephone calls); and ○ details of any repeat queries (including where any such queries have been raised and/or resolved in any previous Contract Month). • KPI 4 (Complaints): <ul style="list-style-type: none"> ○ the number of complaints received in the relevant Contract Month; ○ a summary of the nature of each such complaint; ○ details of the percentage of such complaints being resolved within the applicable Target Service Level; ○ details of why any complaints that have not been resolved within the applicable Target Service Level have not been so resolved; and |

¹² To be measured by a survey undertaken or commissioned by the Authority.

| Information/ report | Description |
|------------------------|---|
| | <ul style="list-style-type: none"> ○ details of any repeat complaints or further complaints linked to a previous complaint (including where any such complaints have been made and/or resolved in any previous Contract Month). • KPI 5 (Provider satisfaction).¹³ • KPI 6 (Numbers of appropriately qualified and trained Assessors (and (where applicable) Moderators)): <ul style="list-style-type: none"> ○ details of the actual number of Assessors (and (where applicable) Moderators) that have been recruited, trained and retained in the relevant Contract Month; and ○ details of the number of Assessors (and (where applicable) Moderators) contemplated by the relevant Contract Month (or in line with the trajectory (as the case may be)) as set out in the then current Implementation Plan and/or Resource Plan. The Authority may require the Supplier to provide this data more frequently than monthly during the key assessment delivery period. • KPI 7 (Quality of TQ Live Assessment Materials): <ul style="list-style-type: none"> ○ a summary of the actual quality assurance activity undertaken by the Supplier in the relevant Contract Month; ○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier in or during (as the case may be) the relevant Contract Month; and ○ details of any errors reported in the TQ Live Assessment Materials in the relevant Contract Month. • KPI 8 (Student assessment evidence assessed and processed): <ul style="list-style-type: none"> ○ a summary of the actual quality assurance activity undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in the relevant Contract Month, together with evidence that such processing has been undertaken accurately and consistently; ○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in or during (as the case may be) the relevant Contract Month; |

¹³ To be measured by a survey undertaken or commissioned by the Authority.

| Information/ report | Description |
|------------------------|--|
| | <ul style="list-style-type: none"> ○ details of the cumulative volume and percentages of Student assessment evidence processed (broken down to the TQ Core Component and each Occupational Specialist Component) by the end of the relevant Contract Month, as against the planned trajectory and dates in the Implementation Plan applicable to that Contract Month; and ○ details of any errors, inaccuracies and/or inconsistencies identified in any processed Student assessment evidence in the relevant Contract Month. • KPI 9 (Validation of Grade Standard Exemplification Materials).¹⁴ • KPI 10 (Student assessment results submitted by relevant date): <ul style="list-style-type: none"> ○ details of the cumulative volume and percentages of Student results submitted by the Supplier to the Authority (or the Authority's nominee (as applicable)) by the end of the relevant Contract Month; and ○ details of the cumulative volume and percentages of Student results envisaged in the Implementation Plan to be submitted by the Supplier to the Authority (or the Authority's nominee (as the case may be)) by the end of the relevant Contract Month. • KPI 11 (Post-Results Services): <ul style="list-style-type: none"> ○ the total volume of Post-Results Services (broken down by service) and percentage of each Post-Results Service (as against total Post-Results Services) undertaken by the Supplier in the relevant Contract Month; ○ detail of the timing of delivery of Post-Results Services against the applicable timeframes in Annex 10 (<i>Additional Services</i>) of this Service Requirements as contemplated by the Supplier's Response; and ○ detail of the proportion of remarks and Appeals which have resulted in grade increases or decreases (and summary of key reasons for any changes made). • KPI 12 (Submission of information): <ul style="list-style-type: none"> ○ details of the Management Information submitted in respect of the relevant Contract Month; ○ details of the Management Information anticipated to be submitted in respect of the relevant Contract Month; and |

¹⁴ To be assessed by the receipt and review by the Authority of evidence of validation from Employers in the relevant Contract Month.

| Information/ report | Description |
|------------------------|---|
| | <ul style="list-style-type: none"> ○ details of any errors, inaccuracies and/or inconsistencies identified in any Management Information submitted in respect of the relevant Contract Month (and/or any previous Contract Month). <p>Ongoing Development Services Report</p> <p>A dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier's progress against and compliance (to date) with the TQ Content Updating Schedule (including progress against any milestones); • any proposed amendments and/or updates made to any Product during the relevant Contract Month pursuant to paragraphs 2.5 and/or 2.6 of Part 1 of this Service Requirements; and • such other information as the Authority may reasonably require from time to time. <p>Annual Services Report</p> <p>By the end of August each year, a high level overview of the Supplier's assessment of its performance during that Academic Year, summarising:</p> <ul style="list-style-type: none"> • the key successes and areas for improvement in the delivery of the Services and/or the TQ; • in respect of the assessment cycles in that Academic Year, what important lessons were learned and how these will be addressed in following assessment cycles; • the key issues for the next following Academic Year; • how Employers have been consulted in relation to (and been involved in the design and delivery of) TQ assessment; and • (where appropriate), the preparations for handover at the end of the Term. <p>The Supplier shall also provide an updated Exit Plan in accordance with paragraph 2 of Schedule 12 (<i>Exit Management</i>).</p> <p>Annual Penetration Testing Report</p> <p>By the end of August each year, a summary of:</p> |

| Information/ report | Description |
|--|---|
| | <ul style="list-style-type: none"> the Supplier's findings of independent penetration testing undertaken to test the security of any IT systems and hosting environments that are used to handle, store or process IfATE Data; and details of any necessary remedial works required as a result of such penetration testing. |
| Student registrations and Student entries (as referred to in paragraph 5 of Part 1 of this Service Requirements) | <p>In relation to the Supplier's obligations in paragraph 5.4 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in a spreadsheet but in such form as the Authority may specify from time to time):</p> <ul style="list-style-type: none"> the number of Students registered for the TQ by Approved Provider (including late registrations and/or registration amendments and very late registrations and/or registration amendments (each as referred to in Annex 10 to this Service Requirements)): <ul style="list-style-type: none"> in the current Academic Year; and in aggregate (including for the current Academic Year) during the Term to date; the number of Student entries by Approved Provider (including late entries and/or entry amendments and very late entries and/or entry amendments (each as referred to in Annex 10 to this Service Requirement)) in the relevant Academic Year for: <ul style="list-style-type: none"> the TQ Core Component; and each Occupational Specialist Component, <p>together with the number of such entries in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date;</p> the number of withdrawn entries in the relevant Academic Year (by Approved Provider) for: <ul style="list-style-type: none"> the TQ Core Component; and each Occupational Specialist Component, <p>together with the number of such withdrawals in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date; and</p> such other information as the Authority may reasonably require from time to time. |
| TQ results (as referred to in paragraph 8 of | In relation to the Supplier's obligations in paragraph 8.2 of Part 1 of this Service Requirements, the Supplier shall report the |

| Information/ report | Description |
|--------------------------------------|---|
| Part 1 of this Service Requirements) | <p>following information and data (in such form as the Authority may specify from time to time) to the Authority (or the Authority's nominee (as applicable)):</p> <ul style="list-style-type: none"> • results for each Student for the TQ Core Component and each Occupational Specialist Component that such Student has undertaken including: <ul style="list-style-type: none"> ○ Unique Learner Number; ○ name of Approved Provider; ○ Supplier name; ○ details of the TQ achieved; ○ the grade awarded for each Component; ○ date of achievement; • the outcome of any Appeals, Clerical Check, Expedited Review of Marking, Review of Marking, and/or Review of Moderation (each as referred to in Annex 10 (<i>Additional Services</i>) to this Service Requirements)), including details of the nature of the Appeal and a summary of the grounds for the Appeal; and • such other information as the Authority may reasonably require from time to time, <p>to enable, amongst other things, the aggregation for T Level certification and inclusion in any Provider performance tables.</p> |
| Additional Services | <p>Data and information on the volume and nature of Additional Services being delivered to Approved Providers in the relevant Contract Month, in aggregate for the Academic Year to date and in aggregate (including for the current Academic Year) for all Academic Years during the Term to date (in spreadsheet format and in such form as the Authority may specify from time to time).</p> |
| Adjustments to Fees | <p>In advance of its publication and availability to Approved Providers and in accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Fees for the following Academic Year.</p> <p>In accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Rate Card for the following Academic Year.</p> <p>The information for each of the proposed adjustments to the Fees and the proposed adjustments to the Rate Card will be submitted separately in a spreadsheet format (in such form as the Authority may specify from time to time) and will include any proposed annual percentage change in each proposed Fee and each proposed rate in the Rate Card, as such proposed change shall be calculated in accordance with clauses 4.12 and 4.13 (<i>Pricing and payments</i>).</p> |

ANNEX 10 – ADDITIONAL SERVICES

| Additional Service | Additional Service Requirements |
|---|--|
| Access to Student assessment evidence | The Supplier shall within 10 Working Days following receipt of a request from the relevant Approved Provider, send (in such form as such Approved Provider shall request) to that Approved Provider a copy (including, as applicable, a PDF copy) of the relevant original marked Student assessment evidence or the whole or the relevant part (as the case may be) of the original TQ Live Assessment Materials to which the Student assessment evidence relates, to help the Approved Provider (or relevant Student (as the case may be)) decide whether to request a Review of Marking or Review of Moderation (each as defined below). |
| Additional Approved Provider support visit | The Supplier shall, as soon as reasonably practicable following receipt of a request from an Approved Provider, attend such Approved Provider's premises and provide such additional support as such Approved Provider reasonably requires, such as support in relation to misinterpretation of the TQ Specification. |
| Appeal | <p>The Supplier shall:</p> <p>(i) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal, undertake a detailed review of all information, data and/or documents relating to the Appeal, including the assessment evidence relating to the whole or the relevant part of a Cohort or an individual Student (as the case may be); and</p> <p>(ii) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal hearing, hold an Appeal hearing in which the Approved Provider or its representative(s) can make submissions in relation to the Appeal, including (where applicable) explaining its dissatisfaction with any grade(s) awarded in relation to the whole or any part of a Cohort or an individual Student (as the case may be),</p> <p>following which the Supplier shall notify the Approved Provider of the outcome of such Appeal and, where necessary, adjust the marks awarded to the whole or any part of a Cohort or an individual Student (as the case may be) and issue new results to the Authority (or its nominee (as the case may be)), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the determination of such Appeal, the Approved Provider is not successful in the Appeal.</p> |
| Clerical Check | The Supplier within 10 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence and recount all of |

| Additional Service | Additional Service Requirements |
|--|---|
| | the marks that such Student has been awarded to ensure that the total number of marks awarded to such Student (leading to the award of the relevant grade(s)) equal the number of marks that should have been awarded to such Student and, where necessary, adjust the marks awarded to the Student, notify the Approved Provider of such adjustment and issue new results to the Authority (or its nominee (as the case may be)). |
| Expedited Review of Marking | The Supplier shall within 10 Working Days following receipt of a request from an Approved Provider, undertake an expedited Review of Marking (as defined below), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such an expedited Review of Marking, the grade(s) awarded to such Student is not changed. |
| Late entry or entry amendment | Where, following the entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be). |
| Late registration or registration amendment | Where, following the registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be). |
| Re-take | Where, in the period following the publication of the TQ results in accordance with paragraph 8 of Part 1 of this Service Requirements until two years after the end of the final Academic Year for the Cohort within which the relevant Student is included, |

| Additional Service | Additional Service Requirements |
|---|--|
| | <p>an Approved Provider requests that a Student wishes to re-take all or any of the assessments for:</p> <ul style="list-style-type: none"> • the TQ Core Component - External Examination; • the TQ Core Component - Employer Set Project; and/or • an Occupational Specialist Component, <p>the Supplier shall carry out and complete its obligations in paragraphs 6.1.3 (<i>TQ live assessment and delivery</i>), 7 (<i>TQ grade awarding</i>), 8 (<i>TQ Results</i>) and 9 (<i>TQ Post Results Services</i>) (save to the extent that compliance with such obligations in that paragraph 9 (<i>TQ Post Results Services</i>) would otherwise require the performance of a further Additional Service and in respect of which the provisions applicable to that further Additional Service shall apply) in each case of Part 1 of this Service Requirements in respect of such Student.</p> |
| Review of Marking | <p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence alongside the TQ Live Assessment Materials applicable to such assessment evidence to ensure that the marking scheme has been complied with in full in relation to the marking of that Student's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such review, the grade(s) awarded to such Student is not changed.</p> |
| Review of Moderation | <p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Cohort's assessment evidence alongside the assessment criteria within the Scheme of Assessment to ensure that the assessment criteria has been complied with in full in relation to the marking of that Cohort's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such Review of Moderation, the grade(s) awarded to any Student is not changed.</p> |
| Very late entry or entry amendment | <p>Where, following the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the date on which entries or amendments to entries finally closes for the TQ Core Component and/or relevant Occupational Specialist Component as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment) following receipt of a request from an Approved</p> |

| Additional Service | Additional Service Requirements |
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| | <p>Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be).</p> |
| Very late registration or registration amendment | <p>Where, following the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the date on which registration for the TQ finally closes as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment), following receipt of a request from an Approved Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be).</p> |

Schedule 2 Annex 3

Outline Content

S2_A3_Lot6_Outline_Content



Agriculture, Environmental and Animal Care: Agriculture, land management and production

**T Level outline content: final version for
ITT**

November 2020

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Introduction

Outline content

This outline content has been produced by [T Level panels](#) of employers, professional bodies and providers, and is based on the same standards as those used for apprenticeships. The outline content will form the basis of the specifications for T Level Technical Qualifications, which will be developed by awarding organisations for approval by the Institute for Apprenticeships and Technical Education. One awarding organisation will be appointed to develop and deliver each Technical Qualification following a procurement process.

Colleges and other education and training providers will decide how to structure the T Level courses they offer, based on the qualification specifications. This will enable them to deliver the study programme's mandatory components in the most effective way for students.

A T Level programme consists of a Technical Qualification, substantial industry placement, English and maths, and other occupation-specific requirements where essential for entry to skilled employment. This outline content relates solely to the Technical Qualification part of a T Level programme.

Further information about T Levels is available on the website of the Institute for Apprenticeships and Technical Education here: www.instituteforapprenticeships.org, and at www.education.gov.uk.

Agriculture, Environmental and Animal Care: Agriculture, land management and production pathway

Awarding organisations will need to ensure that students have an up-to-date knowledge of the legal and regulatory obligations relating to employment in the occupations relevant to the T Level and understand the practical implication of these on their work.

Maths, English and digital skills are set out in a separate annex. Awarding organisations should integrate these within the qualification so that they are applied in occupationally relevant contexts.

Core content

The core content relates to the whole route 'route core'. The core knowledge and understanding is assessed through an examination and core skills through a practical employer-set project.

The core knowledge and understanding focuses on the students' knowledge and understanding of contexts, concepts, theories and principles relevant to the T Level. This could include, where appropriate, assessment of knowledge and understanding relevant to the route and the pathway.

The employer-set project provides the opportunity to develop and apply a minimum range of core skills important for employability. The allocation of content to each type of assessment will need to be approved by the Institute for Apprenticeships and Technical Education.

Core knowledge and understanding across Agriculture, Environmental and Animal Care Route

| Element | Content |
|-----------------------|--|
| Sustainability | <p>Key requirements of environmental legislation</p> <ul style="list-style-type: none"> • associated obligations for businesses, their employees and other stakeholders. <p>Key government environmental policies and initiatives</p> <ul style="list-style-type: none"> • the opportunities and risks they bring to agriculture, environmental and animal care sector • the associated environmental performance measures e.g. water and energy use. <p>The concept of sustainable development</p> <ul style="list-style-type: none"> • sustainable development goals at a macro (national and international) and micro (business) level • types of sustainable solutions to meet development goals including social, environmental, economic and human • concerns and expectations of key stakeholders. <p>The concept of climate change and scientific views on causes and impacts</p> <ul style="list-style-type: none"> • the impact of climate change upon environments, conservation practices, habitats, flora, fauna and water levels • policies and initiatives to manage these changes at national and local level. <p>Waste management principles (e.g. recycle, reduce, reuse)</p> <ul style="list-style-type: none"> • key requirements of associated legislation • types of materials that require specific actions (e.g. asbestos) • measures in place by the sector and organisation to meet requirements. |

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| Biosecurity | <p>Principles of biosecurity</p> <ul style="list-style-type: none"> • factors influencing biosecurity e.g. international trade, new technologies • biosecurity risk factors in different types of agriculture, environmental and animal care situations • biosecurity measures including inspection, monitoring, regulation, passports, isolation and their importance in maintaining health production and service environments. |
| Working in the agriculture, environmental and animal care sector | <p>Employment rights and responsibilities (e.g. union membership, working hours, contract/written statement, breaks, holidays) of the employer and employee</p> <ul style="list-style-type: none"> • different employment contracts, including agency contracts and related benefits and limitations to employers and employees • expectations of professional conduct and behaviours in the workplace (including punctuality, cleanliness, respect for own and others work and work area, respect for the land, property and belongings of others (including animals) including for volunteers • typical activities that can lead to disciplinary and grievance procedures • how these expectations are met and demonstrated by employees • how employers support health and wellbeing of employees • the importance of monitoring staff and colleagues for signs of slavery and people trafficking and signs of exploitation including loss of rights e.g. under Working Time Directive waivers. <p>Principles of effective teamwork</p> <ul style="list-style-type: none"> • how teams are developed, including the role of the team leader • team dynamics and how they are managed, and behaviours influenced • qualities of effective team members and team leaders and how these qualities are demonstrated • the importance of team work to team and project performance |

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| | <ul style="list-style-type: none"> techniques used to monitor and manage individual and team performance e.g. goal and objective setting, performance management reviews, providing constructive feedback techniques used to manage team conflict (e.g. mediation) and when and how they should be applied. <p>Progression opportunities which exist within the agriculture, environmental and animal care sector</p> <ul style="list-style-type: none"> the purpose of continuing professional development (CPD) and the benefits it brings to the individual and their employer methods of personal and professional development (e.g. coaching, volunteering, independent research) and the types of organisations that can provide this type of support, including professional bodies their suitability for achieving planned outcomes. |
| Ethics | <p>Ethical principles (e.g. honesty, transparency, justice)</p> <ul style="list-style-type: none"> how these are used in codes of conduct, employment terms and conditions, workplace policies, supply chains how these are represented by ethical behaviours how these are incorporated into business ethics how these impact on business operations, including interaction with stakeholders and the supply chain. |
| Supply Chain | <p>The supply chain</p> <ul style="list-style-type: none"> different types of organisations involved and their role different ways in which the supply chain is sequenced and operates implications of failing to meet supply chain demands environmental and ethical impact of the supply chain including whole life cycle of a product types of procurement (e.g. competitive bidding, direct purchase) and their suitability for different situations. <p>Principles of stock management (including stock rotation, storage, conditions, monitoring stock levels, ordering stock, dealing with deliveries, maintaining records)</p> <ul style="list-style-type: none"> how they are applied in different types of business implications to businesses of ineffective processes. |

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| Business | <p>The types of business organisations e.g. sole trader, partnership, limited company, not for profit</p> <ul style="list-style-type: none"> • common business structures and hierarchies • the financial, legal and commercial implications of type of business • typical organisational policies (e.g. health and safety, equality) and their relationship to legislation • types of business objectives and values associated with different business structures. <p>The principles of enterprise skills e.g. risk taking, innovation, resilience</p> <ul style="list-style-type: none"> • how they are applied to develop business growth and change including sales opportunities and diversification of the business • types of business risk (e.g. financial, reputational) and risk management methods that can be deployed. <p>How businesses measure success (including Key Performance Indicators (KPIs), Service Level Agreements (SLAs), benchmarking, supply chain requirements)</p> <ul style="list-style-type: none"> • the information used to determine if success measures are met • quality standards, quality control and quality assurance <ul style="list-style-type: none"> ○ their purpose, differences and application to organisations quality standards expected by internal and external stakeholders and associated quality assurance requirements e.g. audits. <p>The principles of project management (including purpose and scope of the project, milestones and timescales, supply chain, people management, resources, budgeting).</p> |
| Equality | <p>Characteristics protected by equality legislation.</p> <p>Factors to consider (including equality legislation, cultural differences, religious needs) when working with people from diverse backgrounds and cultures</p> <ul style="list-style-type: none"> • how to show empathy and respect to those from different backgrounds and cultures to our own • acceptable and unacceptable behaviours and language. |

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| Communication | <p>Different types of communication (including verbal, non-verbal)</p> <ul style="list-style-type: none"> • the formats used for the types of communication (e.g. business reports, emails, letters, websites) and associated business conventions • the types and value of images and visual aids to support written text and oral presentations • their suitability for different purposes and audiences • the importance of spoken language, body language and tone in communication and how each is used to convey different messages to different audiences for different purposes • the benefits and limitations of social media including risk of misuse, promoting the business. |
| Relationship Management | <p>Principles of customer care (including first impressions, representing business and self, supporting customers, the difference between customer wants and needs, the importance of accurate knowledge, working to an expected timescale)</p> <ul style="list-style-type: none"> • how these can be applied when dealing with different stakeholders, including internal customers (e.g. volunteers) • legal requirements (including legislation relating to consumer protection) when interacting with different types of customers and customer relationships including business to business (B2B) • typical procedures used to deal with customer disputes and complaints, including escalation to relevant individuals and departments • how to apply customer service principles and the benefits to the individual (e.g. increased motivation, positive feedback) and business (e.g. customer loyalty, customer confidence). <p>Roles of different stakeholders including internal and external customers</p> <ul style="list-style-type: none"> • their expectations • interrelationships between stakeholders. |

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| Finance | <p>The concept of profit</p> <ul style="list-style-type: none"> • types of profit (including net and gross) and significance of each to business success • types of cost incurred by business (products, ancillary products, types of overheads, labour), their classifications (direct, indirect, fixed, variable) • measures used to reduce costs and implications of using these to profitability, reputation and quality • types of taxation (including payroll, business) • how costs and revenue are forecast • how profit is calculated. |
| Health and Safety | <p>Key requirements of health and safety legislation e.g. for lone working, safe manual handling</p> <ul style="list-style-type: none"> • the respective duties imposed on employees and employers • the importance of taking personal responsibility for health and safety of self and others • the techniques and methods used to comply with legislation e.g. use of Personal Protective Equipment (PPE), regular communication with lone workers. <p>The purpose of risk assessments</p> <ul style="list-style-type: none"> • typical structures and content • how they are developed, used and dynamically updated • implications for poor development and application • hierarchy of controls and their application. <p>Hazards and risks associated with working in the agriculture, environmental and animal care sector (e.g. working with hazardous materials, lone working)</p> <ul style="list-style-type: none"> • typical control measures in place to minimise risks, including the types of PPE used, fatigue and stress management for lone workers. <p>Procedures to follow when dealing with emergency situations e.g. spilt cleaning materials, slurry exposure, flooding.</p> |

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| Information and data | <p>Key requirements of legislation relating to the security of information and data</p> <ul style="list-style-type: none"> • types of information and data protected by legislation including client data, intellectual property • methods used by businesses to manage information and data including version control, access controls, indexing, cyber security. |
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Employer-set project

The employer-set project ensures students have the opportunity to combine core knowledge and skills to develop a substantial piece of work in response to an employer-set brief. The employer-set project forms part of the Technical Qualification and is a separate part of the T Level programme to the Industry Placement.

To ensure consistency in project scope and demand, awarding organisations will develop assessment objectives, which require students to:

- plan their approach to meeting the brief
- apply core knowledge and skills as appropriate
- select relevant techniques and resources to meet the brief
- use maths, English and digital skills as appropriate
- realise a project outcome and review how well the outcome meets the brief.

The awarding organisation will work with a relevant employer or employers, to devise a set brief that:

- ensures a motivating starting point for students' projects, for example, a real-world problem to solve
- ensures students can generate evidence that covers the assessment objectives
- is manageable for providers to deliver
- is officially approved by the awarding organisation and employer

For Agriculture land management production, in achieving the assessment objectives and meeting the brief, students must demonstrate the following core skills:

- **Analysing:** qualitative and quantitative data and information and identifying common features, organising into types, discerning patterns, deconstructing, classifying, ordering
 - e.g. identifying common features of data obtained on options to improve a business' environmental impact, classifying and organising data into types, discerning patterns.
- **Communicating: using a range of communication methods tailored to the audience** with different audiences through reading, writing, listening and speaking through the use of visual, oral and written methods, demonstrating active listening, building a rapport, engaging an audience, adapting style and tone to audience needs and nature of the message
 - e.g. using visual and oral methods to engage an audience with proposals for improving representation and diversity in the sector.

- **Critical thinking:** in relation to problem solving, decision making, researching and planning to include questioning, evaluating pros and cons, using logic and reasoned argument, synthesising, concluding
 - e.g. questioning information and data, evaluating pros and cons of the introduction of new machinery or plant into a business, taking out of the whole life cycle.
- **Decision making:** in work related contexts including clarifying logical choices, identifying likely impact, using evidence and advice, justifying, substantiating, concluding
 - e.g. identifying likely impact of skills scarcity in the business and using evidence to substantiate conclusions.
- **Investigating:** to obtain information and data including identifying potential sources, developing search criteria/queries, interrogating data, designing and carrying out tests
 - e.g. developing search criteria/queries for secondary research and designing and carrying out tests for primary research into the environmental impact of a business.
- **Working in a team:** to plan, carry out research, solve problems and make decision including shared vision, mutual support, open communication, respect and honesty, role allocation, sharing ideas and interpretations, developing new ideas and interpretations, monitoring own and others progress, providing support, advice and guidance, reflecting, inviting and providing feedback on own and others performances, managing time, conflict management, achieving team goals
 - e.g. developing and implementing a communication plan for the introduction of a new lone working policy.

Occupational Specialist Content

Specialist content is structured into different Occupational Specialisms, which correspond to the apprenticeship standards listed on the relevant occupational map. Occupational Specialisms ensure students develop the knowledge and skills necessary to achieve a level of competence needed to enter employment in the occupational specialism, and are organised around 'Performance Outcomes' that indicate what the student will be able to do, as a result of learning and applying the specified knowledge and skills.

Each Performance Outcome sets out the knowledge and skills required to meet that Performance Outcome. As a result, the same content areas may appear in more than one Performance Outcome where it would be contextualised to that Performance Outcome.

There are some content areas that are included in both the Core and Occupational Specialism sections, this is intentional. Where in Core, it is because it is content that is applicable to all Agriculture, Environmental and Animal Care students, regardless of the Occupational specialism. If the same content area is also in the Occupational Specialism, it is because the knowledge is needed to achieve the relevant Performance Outcome. In the Occupational Specialism, it is therefore likely to require different content to reflect the Performance Outcome.

Occupational Specialist Content

Occupational Specialism: Crop production

Performance Outcome 1: Establish crops in field and container-based systems for optimum yield and quality

Students must demonstrate skills by establishing two different crops: one in field-based and one in container-based systems. Skills should be demonstrated in environments that reflect commercial crop establishment e.g. crops should cover 20 square metres for container-based systems and 50 metres by 10 metres for field-based systems.

| Knowledge Specific to Performance Outcome | Skills |
|---|--|
| <p>Health and safety</p> <p>Key requirements of health and safety legislation and the respective duties imposed on employees and employers including those relating to the safety of visitors.</p> <p>How employers ensure employees are aware of health and safety requirements.</p> <p>Key requirements of health and safety codes of practice and how they are applied when establishing crops.</p> <p>Contingency (including dynamic risk assessments) and emergency plans required for health and safety related incidents when establishing crops in different systems e.g. diesel spillages, electric shock.</p> <p>Principles of safe manual handling and their application when establishing crops.</p> <p>Purpose use and content of risk assessments.</p> <p>Typical hazards involved when establishing crops including lone working and controls in place to mitigate for these.</p> <p>Environment</p> | <p><i>Skills applicable to both systems:</i></p> <p>Test condition of growing media e.g. soil texture, pH, electrical conductivity of substrate.</p> <p>Assess quality of planting materials e.g. seeds, plants.</p> <p>Set up equipment for the task e.g. calibrate.</p> <p>Capture environmental data e.g. temperature, climate.</p> <p>Interpret data e.g. soil structure from a profile pit.</p> <p>Estimate time required to scale up operations.</p> <p>Assess the suitability of machinery and equipment e.g. no health and safety hazards, clean.</p> <p>Set up equipment and machinery e.g. calibrate, apply grease.</p> <p>Manually lift and move materials, equipment or machinery.</p> <p>Apply aftercare to planted or transplanted crops.</p> |

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| <p>Key requirements of environmental legislations (including LERAPs) and implications for establishing crops.</p> <p>Potential positive (e.g. increasing biodiversity) and negative (e.g. soil erosion or refuse disposal) environmental effects of crop establishment decisions.</p> <p>The origins of different types of growing media and the potential impacts on the environment of their extraction, movement and use.</p> <p>The principles of soil, water, energy and pollution codes of practice ((including Good Agricultural and Environmental Conditions (GEACs)) and the implications of these for establishing crops.</p> <p>Examples of malpractices (unethical, inefficient, illegal) when establishing crops and their potential negative effect on the environment.</p> <p>Typical and atypical pests, weeds and diseases associated with different crops that can occur in an environment,</p> <ul style="list-style-type: none"> • their characteristics, symptoms and causes • techniques used to quantify their presence • the causes and processes leading to disease resistance and related control options • pathological implications to the crops • potential impact on crop establishment, optimising yield, quality and the environment | <p><i>Skills applicable to field-based systems:</i></p> <p>Dig soil profile pit.</p> <p>Operate a tractor to move forward and reverse in a straight line.</p> <p>Operate a tractor to move forward and turn 180°.</p> <p>Spray plant nutrients to safely enable even coverage over a given space.</p> <p>Spread plant nutrient to safely enable even coverage over a given space.</p> <p>Align crop to irrigation.</p> <p>Attach an implement to a tractor including electrical and hydraulic connections e.g. by three-point linkage, by pick-up hitch.</p> <p>Cultivate soil.</p> <p>Calibrate planting machinery for accurate spacing of planting material.</p> <p>Operate planting machinery specific to crop type.</p> <p>Test soil for nutrients.</p> <p>Measure crop emergence post-planting e.g. depth, soil contact.</p> <p>Calculate planting density.</p> <p>Monitor performance of machinery.</p> <p>Assess quality of planting operation undertaken by others.</p> <p>Provide constructive feedback to others orally.</p> <p><i>Skills applicable to container-based systems:</i></p> |
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| <ul style="list-style-type: none"> • how they are controlled including physical, chemical, cultural and biological methods • the factors considered to determine methods of control, including Integrated Pest Management systems. <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when establishing crops in field-based and container-based systems.</p> <p>How hygiene practices are used to ensure biosecurity when establishing crops e.g. vermin control, security of environment.</p> <p>The conditions and environments required for plant propagation</p> <ul style="list-style-type: none"> • types of facilities including polytunnels, glasshouses and cold frames, outdoors, their characteristics, benefits and limitations for different purposes • conditions required for plant propagation (including light, sterility, humidity, irrigation, heat, ventilation) • techniques and equipment used to monitor and adapt conditions to support establishment in protected environments. <p>Information and data</p> <p>Types of financial (e.g. yield per hectare, direct and indirect costs) and crop production records (e.g. time, what was applied, what were the conditions) produced and how they are managed in the workplace.</p> | <p>Propagate plants by seed in trays/modules</p> <ul style="list-style-type: none"> • uniformly fill trays/modules • firm growing media in trays/modules • sow seeds in trays/modules as per protocol • cover seeds in trays/modules <p>Propagate plants by vegetative means</p> <ul style="list-style-type: none"> • collect vegetative material e.g. take cuttings, seedlings • prepare vegetative material e.g. creating a site/wound for grafting, cuttings for transplant • Insert prepared vegetative material onto/into growing site (e.g. wound, tray/module) <p>Transplant plant materials (e.g. seedlings, whips) from one growth environment (e.g. trays/modules) to another.</p> <p>Mix nutrients to recipe.</p> <p>Apply nutrients.</p> <p>Set environmental conditions.</p> <p>Irrigate crops.</p> |
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| <p>Key requirements of legislation relating to information and data.</p> <p>Types of data required to support crop establishment decisions (e.g. soil types, weather conditions)</p> <ul style="list-style-type: none"> • how this is collected and measured • equipment required and how equipment it is operated • how data is recorded, presented and interpreted • how data is used to inform decision-making. <p>Sources of information used to support decision making including Nutrient Management Guide, RB209.</p> <p>Machinery, equipment and technology</p> <p>Key requirements of legislation relating to the safe and effective use of crop establishment machinery and equipment.</p> <p>The operating principles of crop establishment machinery and equipment (e.g. tractors, drones, robotics) and how they are operated safely and efficiently.</p> <p>Capabilities and limitations of crop establishment machinery and equipment and factors (including financial, efficiency, environmental) affecting their suitability in different situations and environments.</p> <p>How to maintain crop establishment machinery and equipment including cleaning, service intervals and storage.</p> <p>How to prepare and calibrate crop establishment machinery and equipment for use and implications of poor preparation for optimising crop yield and quality.</p> | |
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| <p>How to use manufacturer's specifications, machinery handbooks and user's manuals to inform efficient operation and servicing of machinery and equipment.</p> <p>Common faults in crop establishment machinery and equipment</p> <ul style="list-style-type: none"> • symptoms and typical causes • how their occurrence is minimised • how issues can be rectified. <p>Developments in technology to support crop establishment (e.g. genetic engineering, GPS/satellite imagery, crop protection, robotics) and how they can be used to establish crops and optimise their yield and quality.</p> <p>The relationship between machinery and soil structure and potential damage and benefits it can bring to crop establishment.</p> <p>Crop science</p> <p>Different types of crops (including cereals, grassland and forage, vegetables, fruits and nuts, legumes, oil seeds, ornamentals, industrial)</p> <ul style="list-style-type: none"> • their uses • their lifecycles • planting specifications • optimum conditions for establishment. <p>Principles of crop rotation and the suitability of different approaches to meet specific objectives.</p> <p>Principles of plant growth and development for different types of crops including plant structures and their function.</p> | |
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| <p>Types of planting material (including seeds, seedlings, bulbs, tubers, saplings)</p> <ul style="list-style-type: none"> • quality characteristics required for planting and transplanting to support healthy growth (e.g. pest and disease free, root condition, certification). <p>Growing media and soil types</p> <ul style="list-style-type: none"> • their characteristics (including pH, nutrient availability and cation exchange, drainage and water holding capacity, ease of cultivation, existing pollutants, horizons) • techniques used to take a soil sample including the W method • techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit, a feel test • how soil characteristics can affect crop establishment for high yield and quality in different environments. <p>Preparation techniques for the growing area (e.g. ploughing, levelling, applying nutrients, adapting soil structure) and how they are applied.</p> <p>Nutrients, phytohormones and plant growth regulators required by different types of crops</p> <ul style="list-style-type: none"> • how they support crop establishment • how deficiencies are recognised in different forms of crop and implications of these to yield and quality | |
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- their sources (organic and inorganic).

Propagation by seed

- the suitability of seed propagation for a range of crops
- timings of propagation by seed including seasons and germination times
- seed treatments (e.g. stratification, scarification), their purpose, their suitability for different seeds, their application
- techniques for sowing seeds (including small, medium and large seed) in containers and their application
- aftercare requirements for sown seeds for different types of seeds (including mist benches, irrigation) to support germination and their application.

Propagation by vegetative means

- techniques for different vegetative propagation methods (including cuttings, ground layering, grafting, division) and their application in different growing media
- the suitability of the types of vegetative propagation for a range of crops and growing media
- timings of propagation by vegetative means including appropriate time of year and rooting periods
- types of propagation material and factors that influence the selection including maturity and provenance

- aftercare requirements of vegetative propagation (e.g. fogging units, heat application).

Different forms of crop that can be used for crop establishment (including bulb, seed, seedling, small plant, tree, vine, root)

- techniques used to plant and transplant these forms in different growing media
- suitability of form and techniques for crop and growing area
- how the techniques and forms impact on yield and quality.

Methods of crop irrigation and their suitability for different growing media and environments and their effect on crop establishment.

Types of aftercare used to support crop establishment after planting and transplanting (e.g. temperature manipulation, irrigation, formative pruning) in different growing media and environments

- how they encourage independence in the landscape, growth and development
- their implications for management, yield and quality
- factors affecting their application (e.g. aspect, crop type)
- how they are applied in after planting and transplanting.

How environmental controls (e.g. temperature, humidity) are applied in establishing crops and implications for optimising yield and quality.

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| <p>Time allocation for the range of activities required to establish crops e.g. soil preparation, planting.</p> <p>Business</p> <p>The importance of yield and quality to a commercial business and how they are forecast and measured.</p> <p>Costs associated with crop establishment e.g. fixed, variable</p> <ul style="list-style-type: none"> • how they are minimised to support profitable outcomes • typical profit margins • how profit is calculated. <p>The crop production supply chain</p> <ul style="list-style-type: none"> • different types of organisations involved and their role • different ways the supply chain operates for different types of crop production • types of contracts provided • associated quality standards • quality assurance requirements e.g. audits. <p>How crop production organisations can diversify the types of crops produced and techniques, systems and media used within the space available.</p> | |
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Performance Outcome 2: Manage crops in field and container-based systems to optimise yield and quality

Students must demonstrate skills by managing two different crops: one in field-based and one in container-based systems. Skills should be demonstrated in environments that reflect commercial crop management. Skills can be assessed in relation to different growth stages.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Key requirements of health and safety codes of practice and how they are applied when managing crops.</p> <p>Contingency (including dynamic risk assessments) and emergency plans required for health and safety related incidents when managing crops in different systems e.g. toxic or harmful spillages, accident and injuries for individuals, fire.</p> <p>Principles of safe manual handling and their application when managing crops.</p> <p>Typical hazards involved when managing crops including application of plant protection product and controls in place to mitigate for these.</p> <p>Environment</p> <p>Key requirements of environmental legislations (including LERAPs) and implications for managing crops.</p> <p>Potential positive and negative environmental effects of actions undertaken to manage crops e.g. nutrient application, use of slug pellets.</p> <p>The principles of soil, water, energy and pollution codes of practice (including Good Agricultural and Environmental Conditions (GEACs) and the implications of these for managing crops.</p> | <p><i>Skills applicable to both systems:</i></p> <p>Measure emergence of crop.</p> <p>Determine crop progress e.g. growth stage.</p> <p>Calculate the establishment percentage.</p> <p>Measure root establishment.</p> <p>Monitor crop growth through a crop walk.</p> <p>Identify pests, diseases and weeds.</p> <p>Quantify pests, diseases and weeds.</p> <p>Apply cultural controls of pests e.g. predators.</p> <p>Apply cultural controls of weeds e.g. hand weeding.</p> <p>Identify atypical growth symptoms e.g. plant colour.</p> <p>Measure growing media moisture content.</p> <p>Determine irrigation requirement.</p> <p>Operate irrigation equipment.</p> <p>Engage in technical discussions.</p> <p>Use questioning techniques to obtain and clarify information.</p> <p>Assess crops for potential adverse effects on yield.</p> <p>Forecast surplus/deficit yield against targets.</p> |

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| <p>Examples of malpractices (unethical, inefficient, illegal) when managing crops and their potential negative effect on the environment.</p> <p>Typical and atypical pests, weeds and diseases associated with different crops that can occur in an environment</p> <ul style="list-style-type: none"> • their characteristics, symptoms and causes • the causes and processes leading to disease resistance and related control options • pathological implications to the crops • potential impact on crop management, optimising yield, quality and the environment • how they are controlled including physical, chemical, cultural and biological methods • the factors considered to determine methods of control, including Integrated Pest Management systems. <p>How environmental controls (e.g. temperature, humidity) are applied in managing crops and implications for optimising yield and quality.</p> <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when managing crops in field-based and container-based systems.</p> <p>How hygiene practices are used to ensure biosecurity when managing crops.</p> <p>Information and data</p> <p>Types of financial (e.g. cost of heating, cost of nutrients) and crop production records</p> | <p>Process data to support decision making.</p> <p>Assess suitability of information and data provided.</p> <p>Represent information and data using mathematical diagrams.</p> <p><i>Skills applicable to field-based systems:</i></p> <p>Calculate yield.</p> <p>Operate machinery to apply organic nutrients.</p> <p><i>Skills applicable to container-based systems:</i></p> <p>Calculate crop/fruit balance.</p> <p>Measure irrigation runoff.</p> <p>Maintain crops e.g. training, disbudding, deleafing.</p> <p>Analyse and interpret environmental data to inform plant management decisions.</p> |
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| <p>(e.g. updated yield projections, quality issues) produced and how they are managed in the workplace.</p> <p>Types of data required to support crop management decisions (e.g. soil types, weather conditions)</p> <ul style="list-style-type: none"> • how this is collected and measured • equipment required and how equipment it is operated • how data is recorded, presented and interpreted • how data is used to inform decisions. <p>Sources of information used to support decision making including Nutrient Management Guide, RB209.</p> <p>How to maintain information and data digitally including the use of spreadsheet software and related applications.</p> <p>Machinery, equipment and technology</p> <p>Key requirements of legislation relating to the safe and effective use of crop management machinery and equipment.</p> <p>The operating principles of crop management machinery and equipment (e.g. sprayers, plant nutrient applicators, hydraulic lifts, irrigation systems) and how they are operated safely and efficiently.</p> <p>Capabilities and limitations of crop management machinery and equipment and factors (including financial, efficiency, environmental) affecting their suitability in different situations and environments.</p> <p>How to maintain crop management machinery and equipment for use and implications of poor preparation for optimising crop yield and quality.</p> | |
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| <p>How to prepare and calibrate crop management machinery and equipment for use and implications of poor preparation for optimising yield and quality.</p> <p>How to use manufacturer's specifications, machinery handbooks and user's manuals to inform efficient operation and servicing of machinery and equipment.</p> <p>Common faults in crop management machinery and equipment e.g. leaks, lack of oil</p> <ul style="list-style-type: none"> • symptoms and typical causes • how their occurrence is minimised • how issues can be rectified. <p>Developments in technology to support crop management (e.g. remote sensing, remote analysis, digital mapping, robotics) and how they can be used to manage crops and optimise their yield and quality.</p> <p>The relationship between machinery and soil structure and potential damage and benefits it can bring to yield and quality.</p> <p>Crop science</p> <p>Different types of crops (including cereals, grassland and forage, vegetables, fruits and nuts, legumes, oil seeds, ornamentals, industrial)</p> <ul style="list-style-type: none"> • their uses • their lifecycles • growing specifications • optimum conditions for growth. <p>Principles of plant growth and development for different types of crops including plant structures and their function.</p> <p>Quality characteristics of healthy plants (including vigour, form, balance, root</p> | |
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| <p>condition, soil condition, turgidity)</p> <ul style="list-style-type: none"> • methods used to identify the characteristics (e.g. observation, records) • how quality affects management decisions. <p>Growing media (e.g. coir, hydroponic) and soil types</p> <ul style="list-style-type: none"> • their characteristics (including pH, nutrient availability and cation exchange, drainage and water holding capacity, organic matter and living organisms in the soil, existing pollutants, horizons) • techniques used to take a soil sample including the W method • techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit, a feel test • how soil characteristics can affect yield and quality in different growing environments. <p>Nutrients, phytohormones and plant growth regulators required by different types of crops</p> <ul style="list-style-type: none"> • how they support growth and development • how deficiencies are recognised in crops and implications of these to yield and quality • their sources (organic and inorganic). <p>Practices used to manipulate crop growth and how they are applied to optimise yield and quality e.g. light manipulation, application of plant nutrient.</p> | |
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| <p>Methods of crop irrigation (e.g. sprinklers, rain guns) their suitability for different growing media and environments and their effect on yield and quality.</p> <p>Relationship between environmental conditions (including weather), plant protection methods and crop growth.</p> <p>Time allocation for the range of activities required to manage crops e.g. crop walking, nutrient application.</p> <p>Business</p> <p>The importance of yield and quality to a commercial business and how they are forecast and measured during the growth phase.</p> <p>Costs associated with crop management e.g. labour, materials and how they are minimised to support profitable outcomes.</p> <p>The crop production supply chain</p> <ul style="list-style-type: none"> • different types of organisations involved and their role • different ways the supply chain operates for different types of crop production • types of contracts provided • associated quality standards for crop growth • quality assurance requirements e.g. audits. <p>Industry quality standards and assurances</p> <ul style="list-style-type: none"> • implications to commercial businesses • audit processes involved in confirming compliance with requirements. | |
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Performance Outcome 3: Harvest crops for commercial markets

Students are required to demonstrate harvesting skills in field-based and container-based systems. Skills should be demonstrated in environments that reflect commercial crop harvesting.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Key requirements of health and safety codes of practice and how they are applied when harvesting crops.</p> <p>Contingency (including dynamic risk assessments) and emergency plans required for health and safety related incidents e.g. injury from machinery and equipment, injury from transport.</p> <p>Principles of safe manual handling and their application when harvesting crops.</p> <p>Typical hazards involved in harvesting crops sharp cutting implements, heavy machinery and equipment and controls in place to mitigate for these.</p> <p>Environment</p> <p>Key requirements of environmental legislations and implications for harvest.</p> <p>Potential positive (increasing biodiversity) and negative (e.g. soil on the roads, run off) environmental effects resulting from harvesting.</p> <p>The principles of soil, water, energy and pollution codes of practice ((including Good Agricultural and Environmental Conditions (GEACs) and the implications of these for harvesting crops.</p> <p>Examples of malpractices (unethical, inefficient, illegal) when harvesting crops and their potential negative effect on the environment.</p> | <p><i>Skills applicable to both systems:</i></p> <p>Dynamically assess health and safety risks of tasks.</p> <p>Assess a sample of crop for yield and quality.</p> <p>Input, process, manipulate and interrogate data digitally.</p> <p>Apply physical dexterity using precise and controlled movements.</p> <p>Forecast crop yield.</p> <p>Prepare machinery for harvest.</p> <p>Operate harvest machinery e.g. tipping trailers, hydraulic lifts.</p> <p>Update harvesting records e.g. crop yield, crop quality.</p> <p>Clean storage buildings and facilities.</p> <p>Disinfect crop storage facilities.</p> <p>Assess a sample of harvested crops for quality.</p> <p>Apply the use of hand-held equipment (e.g. brush, hose) to tasks.</p> <p>Cost the harvesting of a crop.</p> <p>Identify steps involved in completing a complex task.</p> <p>Sequence and prioritise steps.</p> <p>Allocate resources (including people, equipment, materials and time) to steps.</p> <p>Manage own time to meet objectives.</p> |

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| <p>Typical and atypical pests, weeds and diseases associated with different crops that can occur in an environment</p> <ul style="list-style-type: none"> • their characteristics, symptoms and causes • the causes and processes leading to disease resistance and related control options • pathological implications to the crops • potential impact on crop harvesting, optimising yield, quality and the environment • how they are controlled including physical, chemical, cultural and biological methods • the factors considered to determine methods of control, including Integrated Pest Management systems. <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when harvesting crops in field-based and container-based systems.</p> <p>How hygiene practices are used to ensure biosecurity when harvesting crops including vermin control, cleaning schedules, waste management, storage security.</p> <p>Different types of storage facilities e.g. boxed refrigerated, bulk grain store</p> <ul style="list-style-type: none"> • their suitability for different types of crops and storage periods • contractual requirements • the implications of poor crop segregation at storage • how effective storage is monitored. | <p><i>Skills applicable to field-based systems</i></p> <p>Assess the suitability of conditions for harvest.</p> <p><i>Skills applicable to container-based systems:</i></p> <p>Assess the suitability of a crop for harvest.</p> |
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| <p>How different types of crops should be handled when harvested including different types of packaging (e.g. crates, pallets) and their suitability in relation to storage and transportation.</p> <p>Information and data</p> <p>Types of financial (e.g. yield per hectare, loss from damage) and harvest records (e.g. quality standards) produced and how they are managed in the workplace.</p> <p>Types of data required to support crop harvesting decisions (e.g. fruit measurement, growth stage)</p> <ul style="list-style-type: none"> • how this is collected and measured • equipment required and how equipment it is operated • how data is recorded, presented and interpreted • how data is used to inform decision-making. <p>How to maintain information and data digitally including the use of spreadsheet software and related applications.</p> <p>Sources of information used to support decision making including Nutrient Management Guide, RB209.</p> <p>Machinery and equipment and technology</p> <p>Key requirements of legislation relating to the safe and effective use of crop harvesting machinery and equipment.</p> <p>The operating principles of crop harvesting machinery and equipment (e.g. combine harvesters, knife) and how they are operated safely and efficiently.</p> <p>Capabilities and limitations of harvesting machinery and equipment and factors</p> | |
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| <p>(financial, efficiency, environmental) affecting their suitability in different situations and environments.</p> <p>How to prepare and calibrate crop harvesting machinery and equipment for use and implications of poor preparation for optimising crop yield and quality.</p> <p>How to use manufacturer's specifications, machinery handbooks and user's manuals to inform efficient operation and servicing of machinery and equipment.</p> <p>Common faults in crop harvesting machinery and equipment</p> <ul style="list-style-type: none"> • symptoms and typical causes • how their occurrence is minimised • how issues can be rectified. <p>Developments in technology to support crop harvesting (e.g. yield mapping, autonomous vehicles, robotics, colour sorting) and how they can be used to support efficient and effective crop harvesting.</p> <p>The relationship between machinery and soil structure and potential damage and benefits it can bring to crop harvesting.</p> <p>Crop science</p> <p>Different types of crops (including cereals, grassland and forage, vegetables, fruits and nuts, legumes, oil seeds, ornamentals, industrial)</p> <ul style="list-style-type: none"> • their uses • their lifecycles • quality standards for harvesting • implications of harvesting on following crops. | |
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| <p>Growing media (e.g. soil, rockwool) and how they affect efficient harvesting.</p> <p>How environmental controls (e.g. temperature, humidity) are applied in harvesting, storing, packaging and transporting crops and implications for optimising yield and quality.</p> <p>How much time to allow for each activity involved when harvesting crops including harvesting, packaging, storage.</p> <p>Business</p> <p>The importance of yield and quality to a commercial business and how they are forecast and measured.</p> <p>Costs associated with crop harvesting and how they are minimised to support profitable outcomes.</p> <p>How to calculate cost of crop harvesting.</p> <p>The crop production supply chain</p> <ul style="list-style-type: none"> • different types of organisations involved and their role • different ways the supply chain operates for different types of crop production • types of contracts provided • associated quality standards for crop harvesting • quality assurance requirements e.g. audits. | |
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Performance Outcome 4: Maintain the areas surrounding the crop production environment

Skills can be demonstrated in relation to areas surrounding field-based or container-based crop production environments.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Contingency and emergency plans required for health and safety related incidents e.g. fumes in confined spaces, drowning in lakes.</p> <p>Principles of safe manual handling and their application when managing the areas surrounding the production environment.</p> <p>Risks associated with utilities in areas surrounding the production environment e.g. electrical overhead wires, septic tanks, contaminated water storage and appropriate control measures.</p> <p>Environment</p> <p>Key requirements of environmental legislations (including LERAPs) and implications for non-production activities.</p> <p>Potential positive and negative environmental effects of areas surrounding the production environment e.g. habitat creation, path erosion from additional visitors.</p> <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when maintaining areas surrounding the crop production environment.</p> <p>Examples of malpractices (unethical, inefficient, illegal) when undertaking non-crop production activities and the</p> | <p>Clean the environment external environment e.g. power washing.</p> <p>Apply biosecurity PPE.</p> <p>Apply biosecurity measures when maintaining the area e.g. ensuring cleanliness of self when moving from one location to another.</p> <p>Assess a situation for potential adverse risks.</p> <p>Summarise information and ideas into standard forms and templates.</p> <p>Audit records e.g. against farm assurance quality criteria.</p> <p>Prepare surfaces for coating.</p> <p>Coat surfaces to meet requirements.</p> <p>Fix ironmongery to timber-based products to meet requirements.</p> <p>Cut timber-based products to meet requirements e.g. measure and saw lengths of wood.</p> <p>Join timber-based products to meet requirements e.g. nail two pieces of wood to repair a fence.</p> <p>Replace broken glass in openings e.g. windows.</p> <p>Use hand and power tools, equipment and machinery to complete estate maintenance.</p> <p>Prune shrubs or trees.</p> |

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| <p>potential implications to the business and the production environment.</p> <p>Key requirements of waste legislation, regulations and codes of practice and how they are applied.</p> <p>Business</p> <p>Costs of maintenance of areas surrounding production environments areas and implications for profitability and business success.</p> <p>The relationship between costs, revenue and profit to a business</p> <ul style="list-style-type: none"> • the different types of costs involved including taxation • how to price a product or service • how to maintain revenue records • how to conduct a cost/benefit analysis • how to calculate profits. <p>Performance targets and how they are developed and applied in different situations.</p> <p>Principles and the application of stock management systems (including stock-rotation, storage conditions, monitoring stock levels, maintaining records)</p> <ul style="list-style-type: none"> • how they are applied to harvesting of crops • the implications of failing to apply these principles when harvesting crops. <p>Principles of customer service and how they are applied to customers and visitors to the business.</p> <p>The positive and negative perceptions people may have of the business and</p> | <p>Create texts (e.g. notices, promotional material) for external stakeholders.</p> <p>Use digital tools to communicate with others.</p> <p>Convey technical information to non-technical audiences.</p> <p>Maintain access routes e.g. clear debris, level aggregates.</p> <p>Repair masonry to meet requirements e.g. brickwork.</p> <p>Cut plastic pipework to meet requirements e.g. measure and cut.</p> <p>Join plastic pipework to meet requirements.</p> <p>Clear drains with a pressure washer.</p> <p>Maintain ditches e.g. dig out existing materials.</p> <p>Maintain ponds e.g. trimming grass.</p> <p>Maintain field boundaries e.g. hedge, fence, field margin.</p> <p>Classify waste and allocate to storage.</p> <p>Audit stock e.g. seed / chemicals / fuels / nutrients / waste.</p> |
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how to promote the positive aspects e.g. through social media, open days.

The concepts of the actual and potential market including competition, how markets are targeted and methods of promotion that could be used by crop production businesses.

Opportunities for use of areas surrounding the production environment for financial benefit e.g. stewardship.

Estate management

Standards for maintenance of areas surrounding the production environment set by different standards setting bodies e.g. Red Tractor and implications for non-compliance.

Types of boundaries, structures and surfaces in estates.

The importance of habitat management (including removal of unwanted vegetation, clearance of waterways, protection and enhancement of boundaries, control of invasive species, promotion of beneficial species) and techniques applied to achieve these.

Construction techniques used to maintain and repair boundaries (e.g. hedges, ditches, posts) building fabric (e.g. barn walls, doors), and surfaces (e.g. gravel, slabs).

Risks to the areas surrounding the production and wider environment from the production activities e.g. biosecurity breaches, increased maintenance requirements.

The potential effects of environmental control measures on production and surrounding environments.

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| <p>Machinery, equipment and technology</p> <p>Key requirements of legislation relating to the safe and effective use of machinery and equipment e.g. power washers, sprayers.</p> <p>The operating principles of maintenance machinery and equipment (e.g. power tools, cleaning devices, monitoring equipment) and how they are operated safely and efficiently.</p> <p>Common faults in maintenance machinery and equipment</p> <ul style="list-style-type: none"> • symptoms and typical causes • how their occurrence is minimised • how issues can be rectified. <p>Techniques used to maintain equipment and machinery for use including storage, cleaning, calibration, visual and technical checks.</p> | |
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Occupational Specialism: Floristry

Performance Outcome 1: Design complex floral work to meet client requirements for special events

| Knowledge Specific to Performance Outcome | Skills |
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| Defining customer requirements Demographics of the business market <ul style="list-style-type: none"> • factors that affect these e.g. new housing developments, cultural links • how they change over time • how these can affect design requirements including cultural differences. • techniques used to determine these including the use of open and closed questions, active listening. Differences between customer needs and wants <ul style="list-style-type: none"> • techniques used to determine these including the use of open and closed questions, active listening. Communication Methods of communication (including the use of images, electronic and digital forms and face to face) <ul style="list-style-type: none"> • techniques to be applied e.g. email, digital mood board • suitability for different types of customers and their design requirements. Types of digital software used to show designs in different environments. The importance of tone / style when communicating with customers | Sketch complex floral work by hand. Use digital software to produce images. Estimate space available for designs. Plan the use of visual merchandising to display goods for a retail environment. Present design ideas orally to a customer. Make novel connections between ideas. Form ideas iteratively. Synthesise ideas. Apply elements and principles of design. Close a sale. Overcome objections to a potential sale. Use open and closed question techniques to obtain information from a customer. Convey technical information to a non-technical audience in writing. Summarise information and ideas. Create written quotations. Calculate a selling price for a design. Interpret information and data to extract relevant costing information. Check understanding of others. Develop rapport with others. Transcribe information and data onto customer records. |

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| <ul style="list-style-type: none"> • how tone / style can be adapted for different situations e.g. to show empathy, to give congratulations, to engage with a businessperson. <p>The purpose and contents of different types of records maintained throughout different stages in the design process e.g. buying lists, work plans.</p> <p>Strategies used to present technical information to non-technical and technical audiences including when and how to use technical language, using images rather than words.</p> <p>Business</p> <p>Key sales opportunities that exist across the year including Christmas, Valentine's Day, and other cultural opportunities within the business and industry</p> <ul style="list-style-type: none"> • implications when planning complex designs. <p>Techniques used for visual merchandising and displaying goods to maximise sales of design services.</p> <p>Techniques used to increase sales opportunities when designing floral work</p> <ul style="list-style-type: none"> • the importance of balancing additional sales with customer needs and the impact of the final design. <p>Sales techniques including developing rapport, establishing customer needs and wants, presenting product or service information, overcoming objections, closing the sale, follow up actions</p> <ul style="list-style-type: none"> • resources that support the sales process e.g. use of mood boards, business portfolios, media shoots, customer reviews | <p>Make a 2D representation of a 3D design.</p> <p>Represent information and data using mathematical diagrams.</p> |
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| <ul style="list-style-type: none"> • the use of resources to close a sale • typical products and services that add value to sales e.g. packaging, ancillary products. <p>Application of stock management principles (including stock-rotation, storage conditions, monitoring stock levels, ordering stock, maintaining records) to developing designs</p> <ul style="list-style-type: none"> • the implications of failing to apply these principles when designing complex floral work. <p>How designs can be used to promote the business, including the use of social media, site visits with clients and in-house displays.</p> <p>Roles and responsibilities of different parts of the floristry supply chain</p> <ul style="list-style-type: none"> • different ways the supply chain is sequenced from growers to customers • how the supply chain affects pricing, ordering requirements, delivery schedules • how floral materials are packaged and the implications these have for creating complex designs. <p>Techniques used to minimise waste</p> <ul style="list-style-type: none"> • how these are considered when designing complex floral work • implications to the business and customer of poor waste management. <p>Sustainable principles that apply to the supply chain (including transportation, Fair Trade, storage, packaging)</p> <ul style="list-style-type: none"> • how this can affect customer needs and wants from designs. | |
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| <p>Types of business aims and values and the relationship with the types of designs that can be produced</p> <ul style="list-style-type: none"> • factors to consider when costing a design including installation and staging, floral materials, ancillary products, labour costs, intellectual property, taxation, sustainability • how costs and profitability are used to create designs to meet specific budgets • process involved in calculating the selling price for a design. <p>Complex Designs</p> <p>Symbolisms associated with different cultures, ethnic groups, historical periods, colour association, related events and how they are applied to complex designs.</p> <p>Characteristics of the design schema and how they are combined to achieve effective complex floristry designs including order category (symmetrical, asymmetrical), arrangement style (decorative, form-linear, vegetative), floral line direction (radial, parallel, free arrangement, crossing), placement of materials and point of origin.</p> <p>Characteristics of the elements and principles of design (including colour, form, texture, space, line, balance, contrast, dominance, harmony, rhythm, scale, proportion)</p> <ul style="list-style-type: none"> • how elements and principles are applied in complex floral designs. <p>Types and sources of inspiration including culture, botany, emotion, technique, economics</p> <ul style="list-style-type: none"> • how these are used to develop designs | |
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- techniques used to show designs including the use of mood boards, sketching, labelling.

Factors that affect designs including planned use (attached to a person, to be carried by a person or other, to be displayed, to be added to an installation), methods of packaging and wrapping, timescales, budget.

Construction methods of complex designs (including hand tied, designs in a medium, different types of mediums, wired, glued)

- their benefits and limitations
- how they are considered when preparing designs
- implications for assembly and cost.

Techniques used to add individuality to designs e.g. plant manipulation, the use of ancillary products

- the impact they have on the design including skills required for assembly and installation and additional costs to the customer.

Design quality criteria

- the methods used to evaluate the design against specification
- techniques used to adapt design in response to client feedback.

Content of a design presentation including size, dimensions, quantity, construction methods, timings, transportation methods, packaging, skill levels required, staffing required, ancillary products and formats used.

Maths techniques

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| <p>The four rules, percentages, area, volume and their application when designing and costing complex designs.</p> <p>Difference between estimation and accurate measurement</p> <ul style="list-style-type: none"> • units of measurement applied to designs • measurement techniques used to ensure accuracy in measurement is achieved, including the equipment to be used • implications for poor measurement practice to the business and designs. <p>Techniques for the 2D and 3D representation of designs.</p> | |
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Performance Outcome 2: Coordinate the care and conditioning of fresh floral materials and plants

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Key requirements of COSHH legislation and related codes of practice and their application to the care and conditioning of fresh floral materials and plants.</p> <p>Typical hazards (e.g. knives, chemicals, team members, public) associated with care and conditioning of fresh floral materials and plants</p> <ul style="list-style-type: none"> control measures used to minimise associated risks to self and others e.g. public. <p>Types of PPE for care and conditioning of fresh floral materials and plants</p> <ul style="list-style-type: none"> their purpose implications for poor use. <p>Business</p> <p>How stock management principles (stock-rotation, types of storage, monitoring stock levels, ordering stock, dealing with deliveries, maintaining records, repurposing of materials) are applied to the coordination of the care and conditioning of fresh floral materials, plants and conditioning materials.</p> <p>How stock management supports businesses to optimise saleability of fresh floral materials</p> <ul style="list-style-type: none"> the types of containers used to store fresh floral materials and plants <ul style="list-style-type: none"> the suitability of containers for different types of fresh floral materials | <p>Identify fresh materials that require reviving.</p> <p>Revive fresh materials by shock treatment.</p> <p>Provide support for hollow stems.</p> <p>Position plants for optimised growth and development.</p> <p>Apply safety measures when carrying out conditioning tasks.</p> <p>Measure chemical resources (e.g. liquids, powders) for conditioning, for cleaning.</p> <p>Calculate resources required for a task, working with proportion.</p> <p>Remove packaging of fresh floral materials.</p> <p>Apply knife skills e.g. defoliate the stem, remove thorns.</p> <p>Remove guard petals minimising damage.</p> <p>Inspect floral materials for damage.</p> <p>Remove pollen from open flowers.</p> <p>Groom fresh floral materials and plants e.g. brush carnations open, apply leaf shine to foliage.</p> <p>Cut stems at 45-degree angles.</p> <p>Maintain a clean and tidy work area.</p> <p>Capture digital images of poor-quality products.</p> <p>Organise waste into types.</p> |

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| <ul style="list-style-type: none"> ○ suitability of containers for optimising sales • types of packaging used for fresh floral materials and plants through the supply chain <ul style="list-style-type: none"> ○ their suitability for use in storage and optimising sales of fresh floral materials and plants ○ techniques used to remove packaging of fresh floral materials and plants • the implications of failing to apply these principles when coordinating the care and conditioning of fresh floral materials and plants. <p>Types of waste produced by florists through care and conditioning of fresh floral materials and plants, including packaging</p> <ul style="list-style-type: none"> • how these are categorised including hazardous and non-hazardous • methods used to minimise waste when caring and conditioning fresh floral materials and plants • implications of poor waste management to the business and the environment. <p>Types of records maintained in relation to care and conditioning of fresh floral materials and plants</p> <ul style="list-style-type: none"> • their purpose and content • how they are maintained digitally. <p>Information and data</p> <ul style="list-style-type: none"> • the types of data collected by the business and methods used • how data is interpreted and presented | <p>Clean down tools and equipment after use.</p> <p>Apply appropriate storage measures (e.g. place in containers) to conditioned materials.</p> <p>Measure with precision.</p> <p>Input, process, manipulate and interrogate sales data digitally.</p> <p>Organise data into usable forms.</p> <p>Interpret mathematical diagrams.</p> <p>Optimise work processes.</p> <p>Create and edit digital images.</p> <p>Convey technical instructions to team members.</p> <p>Demonstrate techniques to team members.</p> <p>Check understanding of others.</p> <p>Estimate time and resources.</p> <p>Allocate resources (including people, equipment, materials, time) to steps.</p> <p>Model appropriate behaviours.</p> <p>Make effective use of personal space.</p> <p>Demonstrate physical dexterity including precise and controlled movements, appropriate application of force and delicacy.</p> <p>Apply a logical approach to resolving issues.</p> |
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- how data is used to plan for the care and conditioning of fresh floral materials and plants
- implications to care and conditioning of fresh floral materials and plants of poor data collection and management.

Different types of security measures in different floristry environments

- their purpose
- suitability for different situations
- how they are operated.

Routes of supply (including modes of transportation and storage) used for different suppliers and fresh floral materials and plants

- expected quality standards of delivered products e.g. soil moisture of plants, packaging
- how that influences expectations for care and conditioning
- typical requirements and procedures for reporting poor quality to the supplier.

Sustainable principles (including transportation, growing methods, storage, packaging) and how these can affect care and conditioning of fresh floral materials and plants.

Coordination

Factors to consider (including equality legislation, importance of respect, acceptable and unacceptable behaviour and language) when working with people from diverse backgrounds and cultures and how to apply these to contribute to team success.

Factors that affect decision-making when allocating and prioritising tasks including business aims, nature of business, skills,

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| <p>knowledge and experience of staff, sales trends, stock and deliveries, planned use for designs.</p> <p>The environmental requirements for staff involved in care and conditioning (e.g. ventilation, lighting, space)</p> <ul style="list-style-type: none"> • how these need to be planned for when coordinating care and conditioning. <p>Techniques used for coordinating care and conditioning tasks including developing procedures, prioritising tasks, allocating time and resources, sequencing, presenting information.</p> <p>Sources of information available to support care and conditioning of less common fresh floral materials and plants</p> <ul style="list-style-type: none"> • how these are accessed efficiently • how these are interpreted efficiently. <p>Care and conditioning</p> <p>Causes and symptoms of different types of pests and diseases</p> <ul style="list-style-type: none"> • the techniques used to identify them • how they are controlled to prevent damage and spreading • the roles and responsibilities for reporting pests and diseases to the appropriate person. <p>Activities involved in caring for and conditioning fresh floral materials and plants (including pest identification and removal, disease identification, trimming, grooming, feeding, revival, labelling)</p> <ul style="list-style-type: none"> • techniques that are applied e.g. shock treatment, supporting hollow stems • their suitability for different flowers | |
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- how activities contribute to the saleability of fresh floral materials.

Characteristics of fresh floral materials and plants and implications for maintaining stock and carrying out care and conditioning including

- how characteristics are used to classify fresh floral materials and plant groups and how these are used to determine care and conditioning requirements
- poisonous fresh floral materials and plants and those with irritants
- characteristics of how fresh floral materials are harvested (e.g. by weight, length of stem, number of flower heads)
- quality characteristics and how these are affected by growing method and planned designs
- characteristics of different stem structures (including woody, semi-woody, hollow, soft, latex).

Tools, equipment and materials required for care and conditioning of fresh floral materials and plants

- their characteristics
- their purpose
- their use, operation and maintenance
- their suitability for different activities.

Techniques used for presenting cared for and conditioned floral and non-floral materials to potential customers in retail and non-retail environments.

Plant biology

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| <p>Binomial nomenclature of fresh floral materials and plants to include, family, genus, species, variety or cultivar, for a range of everyday and diverse fresh floral materials and plants</p> <ul style="list-style-type: none"> • benefits, purpose and limitations of using and recognising both the common name and the binomial nomenclature of fresh floral materials and plants when communicating with others • the implication of any misunderstanding. <p>The physical structure of plants (including roots, stems, leaves, flowers)</p> <ul style="list-style-type: none"> • their characteristics • their functions • how they contribute to plant processes. <p>Lifecycles of annuals, biennials and perennials and types of plants in each category.</p> <p>Causes and effects of plants process including photosynthesis, transpiration, respiration, evaporation, osmosis, etiolation and tropisms</p> <ul style="list-style-type: none"> • how this is used to determine care and conditioning of fresh floral materials and plants. <p>Geographical implications of seasonality for fresh floral materials and plants.</p> | |
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Performance Outcome 3: Assemble complex commercial flower, foliage and plant arrangements

Students must develop skills to assemble complex hand tied designs, complex designs in a medium, and complex wired or glued designs.

Students must develop skills to demonstrate that they can work with at least two of the following in each design:

- order categories
- arrangement styles
- floral line directions
- points of origin.

Students must develop skills to follow precise instructions in the assembly of complex designs and to develop their own procedures for the assembly of a given design.

Students must develop skills to create their own finishing as well as incorporating the finishes as required by a given design.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards associated with assembling complex designs e.g. liquids on the floor, irritant materials</p> <ul style="list-style-type: none">• control measures used to minimise associated risks. <p>Types of PPE available for assembling complex designs</p> <ul style="list-style-type: none">• their purpose• implications for poor use. <p>Business</p> <p>The application of stock management principles (including stock-rotation, monitoring stock levels, maintaining records) to the assembly of complex designs</p> <ul style="list-style-type: none">• the implications of failing to apply these principles. | <p>Manipulate fresh floral materials.</p> <p>Apply decorative techniques to finishes.</p> <p>Secure fresh materials in a design.</p> <p>Position fresh floral materials for assembly into a design.</p> <p>Provide support to fresh floral materials in a design.</p> <p>Manipulate wires to secure fresh floral materials in a design.</p> <p>Manipulate decorative materials (e.g. wire mesh) for assembly into a design.</p> <p>Bond floral materials in close order for the creation of shapes and profiles.</p> <p>Provide protection to assembled designs.</p> <p>Construct decorative knots (e.g. figure of 8).</p> |

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| <p>Types of waste produced by florists' assembly of complex designs</p> <ul style="list-style-type: none"> • methods used to minimise waste • how methods are applied to assembly of complex designs. <p>Types of records maintained in relation to assembly of complex designs</p> <ul style="list-style-type: none"> • their purpose • formats used • how they are maintained digitally • legal requirements for maintenance of customer information and data. <p>Routes of supply (including modes of transportation and storage) used for different suppliers and fresh floral materials and plants</p> <ul style="list-style-type: none"> • expected quality standards • how that influences expectations for assembly techniques. <p>Assembly</p> <p>The formats used to present designs</p> <ul style="list-style-type: none"> • the information included • how they are interpreted to assemble designs. <p>Characteristics of the design schema and how they are applied in complex floristry designs including order category (symmetrical, asymmetrical), arrangement style (decorative, form-linear, vegetative), floral line direction (radial, parallel, free arrangement, crossing), placement of materials and point of origin</p> <ul style="list-style-type: none"> • the importance of maintaining the characteristics included in a design | <p>Apply glue to fresh floral materials and accessories.</p> <p>Tie fresh floral materials in assembled designs.</p> <p>Apply knife skills e.g. chamfering edges.</p> <p>Minimise waste.</p> <p>Achieve stability in assembly of design.</p> <p>Apply packaging to enhance designs.</p> <p>Spray designs to support longevity.</p> <p>Prepare the work area for assembly tasks.</p> <p>Demonstrate physical dexterity including precise and controlled movements and delicacy.</p> <p>Identify discrete steps involved in completing a complex task.</p> <p>Sequence and prioritise steps.</p> <p>Manage own time to achieve objectives.</p> <p>Monitor own performance and standards.</p> |
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- how to adapt designs to ensure characteristics are included.

Characteristics of the elements and principles of design including colour, form, texture, space, line, balance, contrast, dominance, harmony, rhythm, scale, proportion

- how they are combined to achieve effective complex floral designs
- the importance of maintaining the characteristics included in a design
- how to adapt designs to ensure characteristics included.

Factors that affect assembly including planned used (e.g. attached to a person, to be carried by a person or thing, to be displayed) methods of packaging, timescales, budget

- how to ensure they are incorporated into the final assembled design.

Construction methods of complex designs (including hand tied, designs in a medium, different types of mediums, wired, glued)

- their benefits and limitations
- how they are used to plan assembly of designs.

Assembly techniques and how they are used to achieve complex designs including

- construction, technical and decorative techniques including but not limited to backing, basing, bows, bundling, caging, collar, edging with fresh, dried and artificial products, framing, knots, lacing, layering, pave, plaiting, pleating, rolling/cupping, sheltering, spiralling, stacking, taping, terracing,

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| <p>threading, transparency, veiling, weaving, winding, wrapping</p> <ul style="list-style-type: none"> • protection and finishing techniques including but not limited to backing, covering with ribbon • attaching techniques including but not limited to binding, clamping, gluing (hot, cold, spray), knotting, pinning, stapling, tying, wedging • wiring techniques including but not limited to cross, external, feathering, hook, internal, mount wiring (single leg, double leg support), semi-internal, stitching, (branching unit, ribbed unit, natural unit), pipping, sepal pinning, use of wire mesh • water retaining techniques including but not limited to the use of cotton wadding, floating, floral foam, moss, tubes/phials, water gels/pearls, wax, tape. <p>Tools used in the assembly of complex designs e.g. knives, pliers</p> <ul style="list-style-type: none"> • their characteristics • how they are used safely and effectively • their suitability for different construction techniques. <p>Design quality criteria and the methods and process used to monitor and evaluate assembled designs</p> <ul style="list-style-type: none"> • prior to assembly (including quality of selected fresh floral materials and plants) • during assembly • post assembly against design and order requirements | |
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| <ul style="list-style-type: none"> • prior to delivery • techniques used to adapt final product to meet quality standards. <p>Care and conditioning of assembled complex designs</p> <p>Symptoms of different types of pests and diseases</p> <ul style="list-style-type: none"> • their effect on use of fresh floral materials and plants including when they can be used and when they should be discarded. <p>Activities involved in caring for and conditioning fresh floral materials and other products within complex designs (including removal, replacement, watering, labelling)</p> <ul style="list-style-type: none"> • techniques that are applied • their suitability for different designs. <p>Characteristics of fresh floral materials and implications for carrying out care and conditioning when incorporating into designs and once they are in designs including</p> <ul style="list-style-type: none"> • poisonous fresh floral materials and plants and those with irritant • quality characteristics and how they relate to planned designs • characteristics of different stem structures (including woody, semi-woody, hollow, soft, latex). <p>Tools, equipment and materials required for care and conditioning of assembled designs</p> <ul style="list-style-type: none"> • their characteristics • purpose • use and operation • suitability for different activities. | |
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Performance Outcome 4: Create free standing timber-based structures decorated with complex floral designs

Students must develop the skills to create the structure individually and in small groups (e.g. pairs) but the skills to attach the floral designs to a structure individually.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards associated with creating installations of complex floral designs e.g. falling objects and building materials, working at height and control measures used to minimise associated risks.</p> <p>Types of PPE available for creating installations of complex floral designs, their purpose and implications for poor use.</p> <p>Installations</p> <p>Symbolisms associated with different cultures, ethnic groups, historical periods, colour association, related events and how they are applied to complex designs.</p> <p>Types of environments where installations of complex floral designs may be required</p> <ul style="list-style-type: none"> the associated internal and external surfaces (e.g. brick, grass, carpet) and their implications (including stability, health and safety, protection of the environment) for installations of free-standing structures to be decorated with complex floral work environmental conditions including light (natural and artificial), ventilation, access to utilities, space (to create the installation), existing decorations and implications to the design of installations for complex designs (e.g. glare, air flow, access to power) | <p>Manipulate fresh floral materials.</p> <p>Apply decorative techniques to finishes.</p> <p>Secure fresh materials in a design.</p> <p>Position fresh floral materials for assembly into a design.</p> <p>Provide support to fresh floral materials in a design.</p> <p>Provide protection to assembled designs.</p> <p>Incorporate appropriate fixing methods within designs to facilitate ease and security of attachment.</p> <p>Assemble free standing structures made of timber-based materials.</p> <p>Cut timber-based materials to required measurements.</p> <p>Apply joining techniques to timber-based materials.</p> <p>Position, secure and fix timber-based materials.</p> <p>Prepare timber-based materials for painting e.g. sanding, filling.</p> <p>Apply coatings to timber-based materials.</p> <p>Position, secure and fix floral designs to decorate free standing structures.</p> |

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| <ul style="list-style-type: none"> principles of heritage and conservation (e.g. listed building, traditional buildings) and implications for installation. <p>Structural science (including forces, loads, materials) and how they impact on the design and installation of complex floral designs.</p> <p>Design principles (e.g. shape, texture, space), the design schema and principles and elements of design</p> <ul style="list-style-type: none"> how they are applied to installations (including to complement, to physically support) how they can be used to add individuality to designs of installations impact they have on the design including skills required for assembly and installation and additional costs to the customer. <p>Conventions of technical drawings e.g. to scale and how they are used to interpret design requirements.</p> <p>Installation equipment and machinery (including equipment for working at height, for measuring, cutting, assembling, fixing)</p> <ul style="list-style-type: none"> their characteristics and purposes how they are operated and used effectively and safely how they are maintained including cleaning and storage their suitability for different design and installation requirements. <p>Installation logistics</p> <ul style="list-style-type: none"> typical activities involved including off-site preparations, transporting | <p>Work collaboratively to prepare timber-based materials structure for transportation.</p> <p>Work collaboratively to produce a timber-based materials structure.</p> <p>Work collaboratively to load timber-based materials structure into transport.</p> <p>Work collaboratively to unload timber-based materials structure from transport.</p> <p>Operate hand-held and power tools.</p> <p>Measure timber-based materials and environments.</p> <p>Apply protection to the environment where installation is to be located.</p> <p>Monitor quality of own and others performance against task requirements.</p> <p>Provide constructive feedback to others on their contribution to the effective completion of the task.</p> <p>Evaluate own performance against task requirements.</p> <p>Use geometry rules and formulae to design free-standing structures.</p> <p>Exchange ideas with others.</p> <p>Assess health and safety risks.</p> <p>Apply safe handling and lifting techniques.</p> |
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| <p>equipment and materials (including fresh floral materials and plants, accessories, installation materials), preparation of the installation environment, installation, deconstruction and waste disposal</p> <ul style="list-style-type: none"> • sequencing of activities • allocating resources (including time, people, materials, costs). <p>Types of timber-based materials used for installation (e.g. plywood, timber, medium density fibreboard (MDF))</p> <ul style="list-style-type: none"> • their properties, characteristics (e.g. colour, grain), suitability for different purposes and implications for design and installation • formats (e.g. sheet, board) and their implications for use and costing • sustainable products, the supply chain and implications for use. <p>Types of timber-based and non-timber-based materials (including metals) and fixings (including)</p> <ul style="list-style-type: none"> • their characteristics and material properties • how they can be used to enhance installations (e.g. to provide movement, colour or shape) • compatibility with installation design. <p>Materials science (including material properties, chemical composition, potential for degradation and failure and potential effects of environmental conditions) and implications for installations of free-standing structures to be decorated with complex floral work.</p> | |
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| <p>Assembly techniques including cutting, joining, fixing, incorporating floral designs</p> <ul style="list-style-type: none"> • how they contribute to meeting design requirements • their suitability for use in different environments • equipment, machinery and materials required • how to deal with unexpected situations e.g. uneven surfaces. <p>Business</p> <p>Application of stock management systems (including storage conditions, monitoring stock levels, ordering stock, maintaining records) to creating installations of complex floral designs</p> <ul style="list-style-type: none"> • the implications of failing to apply these principles when creating installations of complex floral designs. <p>How installations can be used to promote the business (including the use of social media) and positive and negative implications of using them for this purpose.</p> <p>Techniques used to minimise waste</p> <ul style="list-style-type: none"> • how these are considered when creating installations of complex floral designs • implications to the business, the installation environment and customer of poor waste management. <p>Different types of security measures available to support the creation and the installation of free-standing structures decorated with floral designs in different environment</p> | |
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- their purpose
- suitability for different situations.

Maths

Standard units of measurement and conversions between imperial and metric.

Techniques used to accurately measure lines and areas and associated equipment required.

Geometry (including angles, shapes, lines and curves, Pythagoras theorem) and its application to the design, production, assembly and fixing of installations.

Occupational Specialism: Habitat management (land and water)

Performance Outcome 1: Establish habitats to meet management objectives.

For this performance outcome, students are expected to acquire knowledge related to woodland, grassland, moorland, heathland, wetland and coastal habitats and niches for species within those habitats. They should develop knowledge related to each type of habitat and related niches and demonstrate skills related to two types of habitat as well as one niche for a specified species. The AO should determine the habitats and niches for each assessment series.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with establishing habitats in urban and countryside environments, including unfamiliar, unexpected and emergency environments and control measures to be put in place to mitigate these health and safety risks to protect self, colleagues and others (e.g. volunteers, public).</p> <p>Practical first aid techniques for use when establishing habitats e.g. broken bones from falls, irritations resulting from contact with flora.</p> <p>Environment</p> <p>Conservation designations in the UK (e.g. National Nature Reserves, National Parks, Sites of Special Scientific Interest and Areas of Outstanding Natural Beauty)</p> <ul style="list-style-type: none"> • their characteristics • benefits and limitations • legal requirements • how they affect management decisions. <p>Characteristics of habitat sites including:</p> <ul style="list-style-type: none"> • water e.g. ditches, lakes | <p>Interpret maps.</p> <p>Interpret habitat establishment plans.</p> <p>Identify discrete steps in completing a complex task.</p> <p>Sequence and prioritise steps.</p> <p>Allocate resources (including people, equipment, materials) to steps.</p> <p>Identify hazards on site.</p> <p>Use rules and formulae to calculate the materials required for the establishment of habitats.</p> <p>Assess soil suitability.</p> <p>Assess the project for potential risks of realisation.</p> <p>Apply the use of hand tools when establishing habitats.</p> <p>Estimate distances.</p> <p>Identify flora and fauna through observation of characteristics.</p> <p>Apply manual handling techniques.</p> <p>Prepare tools, equipment and machinery for use.</p> <p>Clean tools.</p> |

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| <ul style="list-style-type: none"> • land including grassland, moorland, heathland, woodland, coastal, boundaries • flora and fauna • D.A.T.E.S (drainage, aspect, topography, exposure, situation) and microclimates • activities including business (livestock and arable farming, forestry) and leisure (e.g. rambling). <p>Implications of habitat site characteristics to establishing habitats including</p> <ul style="list-style-type: none"> • relationship with local business and communities • seasonality e.g. seasonal water levels and climatic changes, farming calendar • management objectives. <p>The principles behind how flora and fauna (both native and non-native) live and survive and how this knowledge is used when planning for and establishing habitats.</p> <p>Characteristics of ecosystems found in different landscapes (including wetland, grassland, moorland, coastal and woodland environments)</p> <ul style="list-style-type: none"> • key habitats and species encountered • how ecosystems affect management decisions • how conservation work complements/interacts with other land management uses e.g. recreation, game keeping, estate management. | <p>Apply protection to the environment surrounding the new habitat e.g. fencing, silt / large debris traps.</p> <p>Apply biosecurity controls.</p> <p>Dig site area using hand tools.</p> <p>Apply shovelling techniques e.g. to excavate.</p> <p>Remove unwanted vegetation.</p> <p><i>Establishing woodlands</i></p> <p>Assess the quality of tree stock for planting.</p> <p>Dig holes for tree planting.</p> <p>Position the tree to planting line and planting plan.</p> <p>Fill holes with soil.</p> <p>Cut turf for slit planting a tree.</p> <p>Slit plant a tree.</p> <p>Replace turf after slit planting.</p> <p>Apply tree protection.</p> <p><i>Establishing grassland, moorland, heathland</i></p> <p>Remove topsoil.</p> <p>Create a tilth suitable for purpose.</p> <p>Broadcast seed / apply vegetation.</p> <p><i>Establishing wetland, coastal areas</i></p> <p>Assess soil suitability.</p> <p>Determine water table.</p> <p>Assess water resistance.</p> <p>Dig hole to required levels.</p> <p>Establish standing water.</p> <p>Plant aquatic plants.</p> |
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| <p>Plant and animal classification (including families, genera, species,)</p> <ul style="list-style-type: none"> the format for scientific names according to the international code of nomenclature characteristics and morphology that can be used to classify plants and animals the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants and animals purpose of classification and use of scientific names when establishing surveys (e.g. ensure correct species is removed or saved, to identify protected or invasive species) and implications for inaccurate use. <p>Types of invasive, protected and dangerous plant and animal species established by legislation that can be encountered when establishing habitats</p> <ul style="list-style-type: none"> characteristics that enable identification in an environment implications of finding invasive / protected / dangerous species in an environment how to mitigate for invasive / protected / dangerous species in an environment. <p>The potential positive and negative environmental impacts of establishing habitats including on flora, fauna, habitats (including human)</p> <ul style="list-style-type: none"> implications for existing flora, fauna and habitats implications for achieving | <p><i>Establishing niches</i></p> <p>Interpret plans and drawings.</p> <p>Measure materials.</p> <p>Cut materials to meet task requirements.</p> <p>Join materials to meet task requirements.</p> |
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| <p>management objectives</p> <ul style="list-style-type: none"> • measures used to minimise and mitigate for negative impacts • measures used to maximise positive impacts. <p>The purpose of environmental risk assessments</p> <ul style="list-style-type: none"> • the content of an environmental risk assessment • how environmental risk assessments are conducted • the site factors that need to be incorporated into an environmental risk assessment (e.g. terrain, ground conditions, vegetation type, season, weather, vehicle use, proposed operations, management approach) their interrelationships and how they are managed. <p>Requirements of habitats and niches (including access to food, shelter, protection and mates for reproduction)</p> <ul style="list-style-type: none"> • the abiotic (e.g. soil, moisture, light intensity) and biotic (e.g. presence or absence of predators, food sources) characteristics that provide these requirements. <p>Resources and materials which support a sustainable approach to establishing habitats</p> <ul style="list-style-type: none"> • their potential internal (i.e. within the habitat) and external (i.e. outside of the habitat) sources • the benefits and limitations of sourcing internally and externally to sustainable development | |
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- their suitability for meeting management objectives.

Site operations

How a site operates for establishing habitats including

- private and public realm considerations
- logistics of transportation (including suitability of different types of transport) access, delivery, storage, utilities, signage and use of people, materials and equipment
- the importance of biosecurity in land and water environments and keeping a site clear, clean and environmentally sound
- implications for the relationship with client/customer, public and other colleagues.

Factors that influence the choice of floral species (including biological, ecological and economic)

- how they affect decision making for different habitats and niches e.g. soil and growing media capacity to support flora and fauna
- how they impact on meeting different management objectives.

Characteristics (e.g. health, size) of good quality stock (including seeds, grass, trees, aquatic plants) and techniques used to assess the condition of stock plants.

Planting techniques, including support, protection and aftercare

- their suitability for different species, habitats and purposes

- how they are applied including equipment and materials required.

Types of soils (including loams, clays, silts, sands, organics) and growing media (including inorganic e.g. rock and organic e.g. bark, aquatic substrate)

- their characteristics and properties (including pH, nutrient availability, drainage and water holding capacity, organic matter and living organisms in the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons)
- their influence on flora selection and growth
- techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit.

Methods of vegetation clearance including hand clearance, chemical clearance and mechanical clearance

- legal and environmental implications of their use
- their suitability for different sites and purposes.

Factors that affect the suitability of an environment for establishing wetlands e.g. potential for water retention, water table

- techniques and equipment required to assess the suitability of the environment.

Techniques used to prepare environments for establishment of habitats, including protection of the surrounding environment (e.g. fencing to prevent access from grazing livestock, silt

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| <p>/ large debris traps on water courses, buffer zones to prevent access by invasive species)</p> <ul style="list-style-type: none"> • how the techniques are applied accurately, safely and effectively including processes involved, equipment required, information and data required • suitability of techniques for different environments and landscape features. <p>Utilities that may be located in the environment</p> <ul style="list-style-type: none"> • how they affect establishment plans and activities • information that can be used to locate them • legal requirements. <p>The types of materials that can be used to establish habitats</p> <ul style="list-style-type: none"> • their properties • the importance of sensitivity to the local environment, including local heritage • the impact of wear and tear to use in establishing habitats and implications to whole life cycle. <p>Business</p> <p>Types of management objectives (commercial and conservation) and the types of activities undertaken to achieve them.</p> <p>Organisations that can support habitat establishment, including those that can provide funding</p> | |
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| <ul style="list-style-type: none"> • the relevant responsibilities of all parties • the specialist skills they can provide • the benefits and limitations of wider teamwork. <p>Types of relationships involved with establishing habitats including with partners, contractors, stakeholders and communities</p> <ul style="list-style-type: none"> • implications for completing work efficiently and effectively • how relationships affect the reputation of the organisation • how relationships affect the success of the operations at a local and national level. <p>Legislation</p> <p>The broad framework of relevant legislation</p> <ul style="list-style-type: none"> • the difference between primary, secondary legislation and byelaws • key requirements and restrictions of legislation related to establishing habitats e.g. protected activities (e.g. bird nesting) heritage assets • permissions required for establishing habitats on different land designations. <p>Information and data</p> <p>Information required to determine characteristics of the environment and sources used to acquire the information e.g. observation, maps, plans.</p> | |
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| <p>Types of information that can inform operational decisions, e.g. local D.A.T.E.S, forecasted weather</p> <ul style="list-style-type: none"> • their characteristics • their sources • how they are used • their suitability for different purposes. <p>Types of maps, their conventions and symbols</p> <ul style="list-style-type: none"> • associated tools (e.g. compass, GPS) • how they are used to locate and navigate locations in different types of environments. <p>Techniques used to present information including computer aided design, maps, mathematical diagrams.</p> <p>Organisations (e.g. National Biodiversity Network, Met Office) that can support decision making and the types of information and data they can provide.</p> <p>Tools machinery and equipment</p> <p>Tools, equipment and machinery (including vehicles) required for establishing habitats</p> <ul style="list-style-type: none"> • their characteristics and purposes • how they are operated and used accurately, efficiently and safely • how they are maintained including cleaning and storage • their suitability (including limitations) for different tasks and locations involved in establishing habitats, including their | |
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| environmental impact. | |
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Performance Outcome 2: Survey habitats to inform management decisions

For this performance outcome, students are expected to demonstrate skills related to surveying in land (woodland, grassland, moorland or heathland) and wetland (including coastal) habitats.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with surveying habitats in urban and countryside environments, including unfamiliar, unexpected and emergency environments and control measures to be put in place to mitigate these health and safety risks to protect self, colleagues and others (e.g. volunteers, public).</p> <p>Environment</p> <p>Conservation designations in the UK (e.g. National Nature Reserves, National Parks, Sites of Special Scientific Interest and Areas of Outstanding Natural Beauty)</p> <ul style="list-style-type: none"> • their characteristics • benefits and limitations • legal requirements • how they affect surveying activities. <p>How habitats and vegetation are managed to promote conservation</p> <ul style="list-style-type: none"> • the different types of management used • the implications for surveying activities. <p>The principles behind how our flora and fauna (both native and non-native) live and survive and how this knowledge is used when surveying habitats.</p> <p>Characteristics of ecosystems found in different landscapes (including wetland,</p> | <p>Locate survey environment from a map.</p> <p>Verify the accuracy of measuring equipment.</p> <p>Establish a fixed datum.</p> <p>Interpret information available from digital technology e.g. bat detectors.</p> <p>Use equipment to carry out surveys e.g. quadrant.</p> <p>Identify flora and fauna from keys.</p> <p>Capture habitat data.</p> <p>Assess heritage asset values.</p> <p>Measure with precision.</p> <p>Record findings.</p> <p>Input data into digital software.</p> <p>Validate data.</p> <p>Interpret mathematical diagrams.</p> <p>Collate and classify data.</p> <p>Estimate populations.</p> <p>Substantiate conclusions with evidence.</p> <p>Synthesise information.</p> <p>Present data using mathematical diagrams.</p> <p>Manage own time to meet objectives.</p> |

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| <p>coastal, grassland, woodland, moorland and heathland environments)</p> <ul style="list-style-type: none"> • key habitats and species encountered • how surveying activities interact with other land uses (e.g. farming, tourism). <p>Plant and animal classification (including families, genera, species)</p> <ul style="list-style-type: none"> • the format for scientific names according to the international code of nomenclature • characteristics and morphology that can be used to classify plants and animals • the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants and animals • implications for inaccurate classification and use of scientific names. <p>Types of invasive, protected and dangerous plant and animal species (including those established by legislation) that can be encountered when establishing habitats</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment. <p>Types of heritage assets (e.g. aqueducts, ridge and furrow, sawpit) found in a surveying area</p> <ul style="list-style-type: none"> • the characteristics • sources of information used to support identification. <p>Surveys</p> | |
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| <p>Different types of surveys that are undertaken e.g. preliminary ecological appraisals, species specific surveys</p> <ul style="list-style-type: none"> • the associated techniques • their suitability for different purposes and locations • how the techniques are applied, including timescales, seasonality, resources needed. <p>How a surveying site operates including</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of biosecurity in land and water environments and keeping a site clear, clean and environmentally sound • implications for the relationship with client/customer public and other colleagues. <p>Potential human-animal interactions encountered when undertaking surveys</p> <ul style="list-style-type: none"> • possible effects of interactions on animals and humans • actions that can mitigate for negative impacts. <p>Business</p> <p>Types of management objectives (commercial and conservation)</p> <ul style="list-style-type: none"> • how management objectives affect survey design and implementation. | |
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| <p>Organisations that can support habitat surveys</p> <ul style="list-style-type: none"> • the relevant responsibilities of all parties • the specialist skills they can provide • the benefits and limitations of wider teamwork and networking. <p>Types of relationships involved with surveying habitats including with partners, contractors, stakeholders and communities</p> <ul style="list-style-type: none"> • implications for completing work efficiently and effectively • how relationships affect the reputation of the organisation. <p>Legislation</p> <p>Key requirements and restrictions of legislation (primary, secondary, byelaws) related to surveying habitats e.g. protected species, trespass</p> <ul style="list-style-type: none"> • permissions required for surveying habitats on different land designations. <p>Information and data</p> <p>Types of information that can contribute to surveying activities, e.g. land ownership, boundaries</p> <ul style="list-style-type: none"> • their characteristics • their sources • how they are used • their suitability for different purposes. <p>Types of maps, their conventions and symbols</p> <ul style="list-style-type: none"> • associated tools (e.g. compass, GPS) | |
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- how they are used to locate and navigate locations in different types of environments.

Techniques used to present information including computer aided design, maps, digital software (e.g. GIS) mathematical diagrams.

Tools, machinery and equipment

Tools, equipment and machinery (including vehicles) required for surveying habitats

- their characteristics and purposes
- how they are operated and used accurately, efficiently and safely
- how they are maintained including cleaning and storage
- their suitability (including limitations) for different tasks and locations involved in surveying habitats.

Developments in technology (e.g. thermal imaging, drones) and how they can be used to support surveying activities.

Performance Outcome 3: Manage habitats to meet management objectives

For this performance outcome, students are expected to acquire knowledge related to woodland, grassland, moorland, heathland, coastal and wetland habitats. They should develop knowledge related to each type of habitat and demonstrate skills related to two types of habitat. The AO should determine the habitats for each assessment series.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with working in urban and countryside environments, including unfamiliar, unexpected and emergency environments and control measures to be put in place to mitigate these health and safety risks to protect self, colleagues and others (e.g. volunteers, public).</p> <p>Practical first aid techniques for use when dealing with minor injuries e.g. cuts resulting from the use of machinery and equipment, sprains from slips and trips.</p> <p>Environment</p> <p>Conservation designations in the UK (e.g. Areas of Outstanding Natural Beauty, listed buildings and structures)</p> <ul style="list-style-type: none"> • their characteristics • benefits and limitations • legal requirements • how they affect management decisions. <p>Characteristics of habitat sites including:</p> <ul style="list-style-type: none"> • water e.g. rivers, canals, lakes, tidal variations, locks, culverts • land including grassland, woodland, moorland, heathland, boundaries • flora and fauna | <p>Assess maintenance requirements of a site.</p> <p>Dynamically assess site for health and safety risks.</p> <p>Set out worksite signage and controls.</p> <p>Operate tools, machinery and equipment.</p> <p>Remove vegetation from a habitat</p> <ul style="list-style-type: none"> • for woodland – e.g. fell / coppice / pollard trees and shrubs • for wetland / coastal – e.g. remove aquatic vegetation • for grassland, moorland, heathland – e.g. harvest, topping. <p>Maintain boundaries e.g.</p> <ul style="list-style-type: none"> • cut back hedgerows • remove debris from river • reinforce canal banks • dig out existing materials in ditches • repair masonry to meet task requirements • repair fencing. |

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| <ul style="list-style-type: none"> • D.A.T.E.S (drainage, aspect, topography, exposure, situation) and microclimates • activities including business (gamekeeping, fisheries) and leisure (e.g. sports events, fishing). <p>Implications of habitat site characteristics to the management of habitats (including seasonal water levels, local materials, climatic changes) and meeting management objectives.</p> <p>How habitats and vegetation are managed to promote conservation, amenity use and commercial values</p> <ul style="list-style-type: none"> • the different types of management used • their suitability for the environment and meeting management objectives. <p>The principles behind how flora and fauna (both native and non-native) live and survive and how this knowledge is used when managing habitats.</p> <p>Characteristics of ecosystems found in different landscapes (including wetland, coastal, grassland, moorland, heathland and woodland environments)</p> <ul style="list-style-type: none"> • key habitats and species encountered • how conservation work complements/interacts with other land management uses e.g. livestock farming, seed/plant production. <p>Plant and animal classification (including families, genera, species)</p> <ul style="list-style-type: none"> • the format for scientific names according to the international code | <p>Maintain access routes and gates e.g. clear debris, level aggregates, repair ironmongery (e.g. gate / lock hinges).</p> <p>Classify waste and allocate to storage.</p> <p>Optimise work processes.</p> <p>Make good the site area following management activities.</p> <p>Undertake routine biosecurity measures e.g. removing debris and soil from clothing, disinfect machinery and equipment before leaving a site.</p> <p>Minimise / avoid damage to surrounding habitats.</p> |
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| <p>of nomenclature.</p> <p>Types of invasive, protected and dangerous plant and animal species (including those established by legislation) that can be encountered when establishing habitats</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment • implications of finding invasive / protected / dangerous species in an environment • how to mitigate for invasive / protected/ dangerous species in an environment. <p>Typical pests (e.g. moths, aphids, mammals)</p> <ul style="list-style-type: none"> • their characteristics (including life cycle, dispersal) • methods of prevention and treatment • benefits and limitations of prevention and treatment options to the habitat and wider environment • implication of pests to habitat development and survival. <p>Different types of boundaries including between different land uses, ownership, designations</p> <ul style="list-style-type: none"> • their relationship to their locations, usage and site characteristics • the activities involved in their management. <p>The potential positive and negative environmental impacts of managing habitats including on flora, fauna, habitats</p> | |
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| <p>(including human)</p> <ul style="list-style-type: none"> • implications for existing flora, fauna and habitats • implications for achieving management objectives • measures used to minimise and mitigate for negative impacts • measures used to maximise positive impacts. <p>The purpose of environmental risk assessments</p> <ul style="list-style-type: none"> • the content of an environmental risk assessment • how environmental risk assessments are conducted • the site factors that need to be incorporated into an environmental risk assessment (e.g. terrain, ground conditions, vegetation type, season, weather, proposed operations, management approach) their interrelationships and how they are managed. <p>Asset management</p> <p>Types of assets including infrastructure (bridge), historical (e.g. ruin), functional (e.g. sluice)</p> <ul style="list-style-type: none"> • their characteristics • assess management whole life cycle • their location • the contribution to national and organisations responsibilities and protection of communities • how asset management contributes to management of | |
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| <p>habitats and meeting management objectives.</p> <p>Habitat management</p> <p>How a site operates for managing habitats including</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of biosecurity in land and water environments and keeping a site clear, clean and environmentally sound • implications for the relationship with client/customer, public and other colleagues. <p>Potential human-animal interactions encountered when managing habitats</p> <ul style="list-style-type: none"> • possible effects of interactions on animals and humans • actions that can mitigate for negative impacts. <p>Utilities that may be located in the environment</p> <ul style="list-style-type: none"> • how they affect establishment plans and activities • information that can be used to locate them • legal requirements. <p>Types of maintenance including planned, reactive and their suitability for different situations and environments</p> <ul style="list-style-type: none"> • the purpose of planned | |
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| <p>maintenance</p> <ul style="list-style-type: none"> • the content and formats of planned maintenance programmes • the need for reactive maintenance e.g. fly-tipping, storm damage, plant disease • the process involved in developing maintenance programmes • documentation required for maintenance and verification of maintenance activities. <p>Techniques (including soft engineering techniques) used to maintain and repair habitats (woodland, grassland, moorland, heathland, wetland coastal), access routes (e.g. paths, gates), assets (e.g. culverts, sluices)</p> <ul style="list-style-type: none"> • how they are applied • equipment and materials required and their suitability to meet sustainable and heritage management. <p>Resources and materials available which support the management of habitats</p> <ul style="list-style-type: none"> • their potential internal (i.e. within the habitat) and external (i.e. outside of the habitat) sources • the benefits and limitations of sourcing internally and externally to sustainable development • their suitability for meeting management objectives. <p>Business</p> <p>Types of management objectives (commercial, conservation, recreation)</p> | |
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| <p>and the types of activities undertaken to achieve them.</p> <p>Organisations that can support habitat management, including those that can provide funding (e.g. Stewardship Council)</p> <ul style="list-style-type: none"> • the relevant responsibilities of all parties • the specialist skills they can provide • the benefits and limitations of wider teamwork. <p>Types of relationships involved with managing habitats including with partners, category 1 responders, contractors, stakeholders and communities</p> <ul style="list-style-type: none"> • implications for completing work efficiently and effectively • how relationships affect the reputation of the organisation • how relationships contribute to and affect meeting management objectives. <p>Legislation</p> <p>Key requirements and restrictions of legislation (primary, secondary and byelaws) related to the management of habitats e.g. emergency situations (e.g. flooding) that require immediate habitat management, heritage assets</p> <ul style="list-style-type: none"> • permissions required for management activities on different land designations. <p>Information and data</p> <p>Types of information that can contribute to managing decision making e.g.</p> | |
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| <p>management objectives, survey data, Construction Environmental Management Plan (CEMP)</p> <ul style="list-style-type: none"> • their characteristics • their sources • how they are used • their suitability for different purposes. <p>Types of maps, their conventions and symbols</p> <ul style="list-style-type: none"> • associated tools (e.g. compass, GPS) • how they are used to locate and navigate locations in different types of environments. <p>Organisations that can support management decision making and the types of information and data they can provide.</p> <p>Tools, machinery and equipment</p> <p>Tools, equipment and machinery (including vehicles) required for managing habitats</p> <ul style="list-style-type: none"> • their characteristics and purposes • how they are operated and used accurately, efficiently and safely • how they are maintained including cleaning and storage • their suitability (including limitations e.g. potential for polluting the environment) for different tasks and locations involved in managing habitats. | |
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Performance Outcome 4: Facilitate public interaction with habitats

For the purpose of this performance outcome, the public refers to visitors to a managed habitat environment and volunteers. Students are expected to demonstrate skills engaging with both visitors and volunteers.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with working in urban and countryside environments, including unfamiliar, unexpected and emergency environments and control measures to be put in place to mitigate these health and safety risks to protect self, colleagues and others (e.g. volunteers, public).</p> <p>Practical first aid techniques for use in situations when dealing with the public e.g. heart attacks, unresponsive after being submerged in water.</p> <p>Environment</p> <p>Conservation designations in the UK (e.g. National Nature Reserves, National Parks, listed buildings and structures)</p> <ul style="list-style-type: none"> • their characteristics • benefits and limitations • legal requirements. <p>Characteristics of habitat sites including:</p> <ul style="list-style-type: none"> • water e.g. ditches, lakes • land including grassland, woodland, moorland, heathland, boundaries • flora and fauna • D.A.T.E.S (drainage, aspect, topography, exposure, situation) and microclimates | <p>Use technology solutions available to communicate with others.</p> <p>Configure digital technology.</p> <p>Instruct others on habitat information e.g. health and safety, identifying flora and fauna.</p> <p>Demonstrate habitat management practices.</p> <p>Represent information and data using mathematical diagrams.</p> <p>Create digital media to enhance work.</p> <p>Control digital functions.</p> <p>Convey technical information orally to non-technical audiences.</p> <p>Create texts.</p> <p>Check understanding of others.</p> <p>Identify sources of information.</p> <p>Develop search criteria or questions to be answered.</p> <p>Monitor own performance and standards.</p> <p>Produce interpretation material.</p> <p>Assess the need for volunteer services.</p> <p>Allocate volunteers and associated resources to roles.</p> <p>Assess a situation for potential adverse effects.</p> |

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| <ul style="list-style-type: none"> activities including business (livestock and arable farming, forestry) and leisure (e.g. rambling). <p>How habitats and vegetation are managed to promote conservation, amenity use and commercial value</p> <ul style="list-style-type: none"> the different types of management used. <p>The principles behind how flora and fauna (both native and non-native) live and survive.</p> <p>Characteristics of ecosystems found in different landscapes (including wetlands, coastal, grassland, moorland, heathland, woodland environments)</p> <ul style="list-style-type: none"> key habitats and species encountered how conservation work complements/interacts with other land management uses including recreational and commercial. <p>Plant and animal classifications (including families, genera, species)</p> <ul style="list-style-type: none"> the format for scientific names according to the international code of nomenclature characteristics and morphology that can be used to classify plants and animals the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants and animals how the information is used to inform members of the public. <p>Types of invasive, protected and dangerous plant and animal species (including those established by legislation) that can be encountered when the public interact with</p> | <p>Convey information to an audience to stimulate discussion.</p> <p>Adapt style and tone to meet the needs of the message and audience.</p> <p>Model appropriate behaviours.</p> |
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| <p>habitats</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment • implications of finding invasive / protected / dangerous species in an environment • how to mitigate for invasive / protected/ dangerous species in an environment. <p>Impacts of public interaction with habitats</p> <ul style="list-style-type: none"> • The potential positive impacts e.g. record keeping, public perception, volunteering activities, custodianship • The potential negative impacts e.g. poaching, wildlife crime, environmental crime. <p>The positive and negative environmental impacts of managing habitats including on flora, fauna, habitats (including human)</p> <ul style="list-style-type: none"> • implications for existing flora, fauna and habitats • measures used to minimise and mitigate for negative impacts • measures used to maximise positive impacts. <p>Requirements of habitats (including access to food, shelter, protection and mates for reproduction)</p> <ul style="list-style-type: none"> • the abiotic (e.g. soil, moisture, light intensity) and biotic (e.g. presence or absence of predators, food sources) characteristics that provide these requirements • how these are identified and used when managing habitats. | |
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| <p>Resources and materials available which support a sustainable approach to the management of habitats and assets</p> <ul style="list-style-type: none"> • their potential internal (i.e. within the habitat) and external (i.e. outside of the habitat) sources • the benefits and limitations of sourcing internally and externally to sustainable development • their suitability for meeting management objectives. <p>The principles of access management</p> <ul style="list-style-type: none"> • the legal status of a Right of Way and Open Access to the Countryside legislation • different types of boundaries and their relationship to their locations, usage and site characteristics • different types of surfaces (aggregate, paving, woodchip, pitching) and furniture/structures (such as gates, bridges, boardwalks, benches, bins) and their suitability for different areas and usage such as multi-user access paths • best practice in design (e.g. path width, surface usability). <p>Asset management</p> <p>Types of assets including infrastructure (bridge), historical (e.g. ruin), functional (e.g. sluice)</p> <ul style="list-style-type: none"> • their characteristics • assess management whole life cycle • their location | |
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| <ul style="list-style-type: none"> • the contribution to national and organisations responsibilities and protection of communities • how this asset management contributes to management of the environment. <p>Techniques used to establish, maintain and survey woodland, grassland, moorland, heathland, coastal and wetland habitats and their application.</p> <p>Site operations</p> <p>How a site operates for managing habitats including</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of biosecurity in land and water environments and keeping a site clear, clean and environmentally sound • implications for the relationship with client/customer, public and other colleagues. <p>Business</p> <p>Types of relationships involved with managing habitats including with partners, contractors, stakeholders and communities</p> <ul style="list-style-type: none"> • how relationships affect the reputation of the organisation and the success of the operations at a local and national level. <p>The purposes of visitor interpretation including to stimulate change, explain ideologies, enhance knowledge</p> | |
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- related interpretive devices including people, media, objects, self-guiding tools, built structures
- complementary visitor management tools e.g. signage, trail design
- the significance and contexts to be included in any interpretation messages
- how to use tools, devices and message content to engage an audience.

How to convey organisational messages

- to influence others
- to promote awareness with the public and stakeholders
- to enhance the business reputation
- formats used to convey messages and how images and diagrams can enhance a message
- tools and technology available to use to communicate with a range of people e.g. social media, e-mail, digital applications.

Volunteers

Typical roles undertaken by volunteer to contribute to achieving operational outcomes

- the costs, benefits and limitations of using volunteers to contribute to achieving operational outcomes
- techniques used to promote volunteering opportunities and recruit volunteers
- typical induction and training programmes used to support volunteers to carry out their roles

- techniques used to brief and inform volunteers (including small and large groups) on their roles
- techniques used to motivate individual and groups of volunteers.

Legislation

Key requirements and restriction of legislation (primary, secondary, byelaws) related to public interaction with habitats e.g. employment, rights of way and access routes.

Information and data

Types of maps, their conventions and symbols

- associated tools (e.g. compass, GPS)
- how they are used to locate and navigate locations in different types of environments.

Tools, machinery and equipment

Tools, equipment and machinery (including vehicles) required for managing habitats

- their characteristics and purposes
- how they are operated and used accurately, efficiently and safely
- how they are maintained including cleaning and storage
- their suitability (including limitations e.g. potential for polluting the environment) for different tasks and locations involved in managing habitats.

Occupational Specialism: Land-based engineering

Performance Outcome 1: Maintain complex land-based machinery and equipment

This performance outcome relates to scheduled and preventative maintenance and preparation for out of season storage.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Hazards (e.g. release of stored energy, contaminated products) and risks associated with the maintenance of complex land-based equipment and machinery and related controls.</p> <p>Land-based equipment and machinery</p> <p>Types of complex land-based equipment and machinery (including those used in construction, agricultural engineering, outdoor power equipment, professional turf, forestry, fixed plant, hire equipment)</p> <ul style="list-style-type: none"> the operating principles of complex integrated and stand-alone systems (including power units, transmission, hydraulics, electric/electronic, air conditioning) the components required to support those operating principles (e.g. drivelines, gaskets) their implications to maintenance activities. <p>How the environment (e.g. climate, soil types), maintenance schedules (e.g. timescales, activities) and operation (e.g. incorrect use, incorrect application) of complex land-based equipment and machinery influences their performance and maintenance requirements</p> | <p>Prepare the workplace/site for maintenance tasks.</p> <p>Assess health and safety risks associated with maintenance tasks.</p> <p>Determine resource (parts, materials) requirements for maintenance activities.</p> <p>Prepare machinery and equipment for maintenance tasks.</p> <p>Decontaminate machinery and equipment.</p> <p>Drain fluids.</p> <p>Clean filters.</p> <p>Fill components with fluids.</p> <p>Bleed fluid systems.</p> <p>Set machinery and equipment parameters using manual and electronic methods.</p> <p>Measure machinery and equipment parameters.</p> <p>Extract worn components from equipment and machinery e.g. sealing components.</p> <p>Insert new components into machinery and equipment e.g. air filter.</p> <p>Jack machinery and equipment.</p> <p>Stabilise raised land-based machinery and equipment.</p> <p>Prepare surfaces for sealing.</p> |

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| <ul style="list-style-type: none"> the implications of maintenance activities on performance of machinery and equipment. <p>The function of software (e.g. diagnostic, servicing) in the operation of machinery and equipment</p> <ul style="list-style-type: none"> how the software ensures effective performance how the software is used to support maintenance activities methods used to adapt software during and following maintenance activities e.g. installation, updating, amending. <p>Legislation</p> <p>The implications of maintenance activities to the terms and conditions of warranties and licences</p> <ul style="list-style-type: none"> terminology associated with warranties and licences. <p>Legal obligations to report issues associated with complex land-based machinery and equipment encountered during preventative maintenance activities.</p> <p>Implications of waste regulations on maintenance activities including disposal of contaminants, fluids and components.</p> <p>Maintenance operations</p> <p>Types of preventative maintenance (e.g. predictive, scheduled, out of season)</p> <ul style="list-style-type: none"> the benefits of each type. implications (including financial, performance) of poor maintenance. <p>Components of typical preventative maintenance schedules (including out of season) and their application.</p> | <p>Seal components.</p> <p>Classify waste products for disposals.</p> <p>Collect samples for analysis.</p> <p>Verify machinery and equipment conforms to manufacturer's specifications.</p> <p>Manage own time to meet objectives.</p> <p>Assess machinery and equipment for potential defects.</p> <p>Record activities completed, time taken, and consumables used.</p> <p>Adjust land-based machinery and equipment component mechanisms.</p> <p>Apply preventative coatings to land-based machinery and equipment components.</p> <p>Clean machinery and equipment e.g. for out of season storage.</p> |
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| <p>Factors influencing maintenance operations (e.g. machine availability and location, parts availability, timeframe)</p> <ul style="list-style-type: none"> • how they influence the planning and scheduling of maintenance tasks. <p>Techniques used to safely jack and support machines and equipment</p> <ul style="list-style-type: none"> • their application including the use of equipment. <p>Causes (e.g. brake fluids, battery acid), effect and prevention of corrosion.</p> <p>Machinery and equipment samples required for completion of maintenance activities</p> <ul style="list-style-type: none"> • the contribution samples make to maintenance operations. • methods used to collect samples. • data available following analysis of samples and how these inform maintenance activities • benchmarking data for samples that indicate optimum performance of machinery and equipment. <p>Causes and implications of component contamination</p> <ul style="list-style-type: none"> • measures used to avoid contamination when carrying out maintenance activities. • techniques, materials and equipment used to remove contamination where it exists. <p>Procedures used to remove and replace service items e.g. filters, wearing parts.</p> <p>Techniques used in sealing and securing components</p> | |
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- their suitability for different components
- their suitability for different maintenance requirements
- tools, equipment and materials required
- their application during maintenance activities.

Types of calibration

- their suitability for different purposes, components, machinery and equipment.
- equipment used for implementation.
- their application during maintenance activities.

Techniques (including sensory inspection) used to verify machinery and equipment operates to specification throughout and following maintenance operations.

Techniques for cleaning complex land-based equipment and machinery (including for out of season maintenance) including techniques used for cleaning of external and internal surfaces, systems and components.

Maintenance materials

The different types of fluids (including coolants, lubricants and gases) and consumables (e.g. washers, seals) used in land-based machinery and equipment

- their applications
- their properties
- how the properties affect their application
- the effect of fluids on machinery performance

- how fluids affect maintenance activities.

Maintenance tools, equipment and machinery

Types of hand and power tools (e.g. torque wrench, dynamometer, flowmeter) used for maintenance activities

- their suitability for the maintenance task
- how they are applied and operated.

Types of equipment used for maintenance tasks (including digital hardware and software)

- their suitability for different maintenance tasks
- their operation and application.

Information and data

Post maintenance information required for the key stakeholders including owner, user and the methods of reporting e.g. service advisors, quotations

Types of information and data required to complete maintenance tasks (including technical data, customer information, service history, analysis samples) and their sources.

Maintenance information to be recorded

- types of records used (e.g. service history records, job cards)
- the information they hold
- their purpose
- the importance of accurate and timely completion
- audiences for different information e.g. manufacturer, owner.

Performance Outcome 2: Repair complex land-based machinery and equipment

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Hazards (e.g. welding, cutting) and risks associated with repair of complex land-based equipment and machinery and associated control.</p> <p>Land-based equipment and machinery</p> <p>Types of complex land-based equipment and machinery (including those used in construction, agricultural engineering, outdoor power equipment, professional turf, forestry, fixed plant, hire equipment) the operating principles of complex integrated and stand-alone systems (including power units, transmission, hydraulics, electric/electronic, air conditioning)</p> <ul style="list-style-type: none"> the components required to support those operating principles (e.g. drivelines, gaskets) typical causes and effects of component failure leading to repair requirements. <p>The function of software (e.g. performance, transmission) in the operation of machinery and equipment</p> <ul style="list-style-type: none"> methods used to adapt software following repair activities e.g. installation, updating, amending. <p>Legislation</p> <p>The limitations of terms and conditions of warranties and licences</p> <ul style="list-style-type: none"> associated terminology | <p>Retrieve data from equipment and machinery software.</p> <p>Upload data to machinery and equipment software.</p> <p>Clean components.</p> <p>Release stored energy.</p> <p>Secure mechanical components to prevent movement.</p> <p>Prepare tools and equipment prior to carrying out repair activities.</p> <p>Disassemble mechanical components.</p> <p>Extract damaged (e.g. seized, broken) fixings.</p> <p>Cut threads.</p> <p>Use equipment to support machinery and equipment being repaired.</p> <p>Mark components.</p> <p>Layout components.</p> <p>Measure components.</p> <p>Balance components.</p> <p>Flush components.</p> <p>Align mechanical components.</p> <p>Route flexible components e.g. wiring harnesses, pipes.</p> <p>Secure flexible components against chafing.</p> <p>Determine mathematically machinery and equipment parameters.</p> |

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| <ul style="list-style-type: none"> • implications for making repairs to machinery and equipment. <p>Implications of waste regulations on repair activities including disposal of contaminants, fluids and components.</p> <p>Repair operations</p> <p>Factors influencing repair operations (e.g. severity of repair required, contractual requirements)</p> <ul style="list-style-type: none"> • how they influence the planning, allocation and scheduling of repair tasks. <p>Techniques for removal, disassembly, refitting, re-assembly of systems and components</p> <ul style="list-style-type: none"> • their suitability for different equipment and machinery and repair tasks • tools, equipment and materials required • their application when carrying out repairs. <p>Techniques used to safely jack, lift and support complex land-based machinery and equipment and their components for repair</p> <ul style="list-style-type: none"> • their application, including the use of equipment. <p>Techniques used to thermally join materials (e.g. MIG, MMA, soldering, brazing)</p> <ul style="list-style-type: none"> • their suitability for different machinery and equipment repair requirements • tools, equipment and materials required | <p>Use equipment to confirm mechanical settings e.g. rolling resistance, torque limiting devices.</p> <p>Fit seals.</p> <p>Fit bearings.</p> <p>Make good electrical/electronic connections.</p> <p>Insulate electrical/electronic connections.</p> <p>Seal components.</p> <p>Calibrate systems.</p> <p>Calculate the cost of a repair.</p> <p>Convey technical information to different audiences.</p> <p>Allocate resources (e.g. time, materials, equipment) to a repair task.</p> <p>Remove electrical / electronic / mechanical / hydraulic components.</p> <p>Fit electrical / electronic / mechanical / hydraulic components.</p> <p>Configure electrical / electronic / mechanical / hydraulic components.</p> <p>Demonstrate physical dexterity with appropriate force and delicacy when repairing machinery and equipment.</p> <p>Sharpen cutting components of machinery and equipment.</p> |
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| <ul style="list-style-type: none"> • their application when carrying out repairs. <p>Techniques used to cut and shape (including threads) materials</p> <ul style="list-style-type: none"> • their suitability for different machinery and equipment repair requirements • tools, equipment and materials required • their application when carrying out repair tasks. <p>Techniques used in sealing (including chemical bonding)</p> <ul style="list-style-type: none"> • their suitability for different repair requirements • tools, equipment and materials required • their application when carrying out repair activities. <p>Types of calibration</p> <ul style="list-style-type: none"> • their suitability for different purposes, components, machinery and equipment • equipment used for implementation • their application when carrying out repair activities. <p>Techniques used to verify repairs conform to manufacturers specifications.</p> <p>Scientific laws relating to electrics, power, hydraulics and friction (e.g. Ohm's, Pascal's)</p> <ul style="list-style-type: none"> • how they are applied to complex land-based machinery and equipment | |
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- calculations required to ensure they are applied effectively to achieve optimum performance of complex land-based machinery and equipment.

Repair materials

Types of fluids used in land-based machinery and equipment (including coolants, lubricants and gases), their applications and properties

- their applications
- their properties
- how the properties affect their application
- the effect of fluids on machinery performance
- how fluids affect repair activities.

Repair tools, equipment and machinery

Types of specialist hand and power tools used for repair activities (e.g. for protection of seals, for compression)

- their suitability for carrying out different repair tasks
- how they are applied and operated.

Types of equipment (e.g. rails, lifting) used for repair tasks (including electronic)

- their suitability for use in different repair tasks
- their operation and application.

Information and data

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| <p>Pre and post repair information required from and by the key stakeholders including owner, user.</p> <p>Conventions and symbols associated with drawings and schematics and their use in interpreting information provided.</p> <p>Types of information and data required to complete repair tasks (e.g. service records, drawings, schematics) and their sources.</p> <p>Types of repair records (e.g., quotations, insurance reports)</p> <ul style="list-style-type: none"> • the information they hold • their purpose • the importance of accurate and timely completion. <p>Costs associated with repair operations including parts, labour, surcharges, specialist costs (e.g. coded welding, crack detection, specialist machining)</p> <ul style="list-style-type: none"> • difference between quotations and estimates including content and purpose • implications to the business of each. | |
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Performance Outcome 3: Diagnose complex land-based machinery and equipment faults

Students must develop skills to carry out diagnostic activities on hydraulic, electronic and technologically advanced systems on complex land-based engineering machinery and equipment.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Site related hazards (e.g. animals, diseases) and risks associated with conducting complex diagnostic activities on land-based equipment and machinery and associated controls.</p> <p>Land-based equipment and machinery</p> <p>Types of complex land-based equipment and machinery (including those used in construction, agricultural engineering, outdoor power equipment, professional turf, forestry, fixed plant, hire equipment)</p> <ul style="list-style-type: none"> the operating principles of complex integrated and stand-alone systems (including power units, transmission, hydraulics, electric/electronic, air conditioning) and their components (e.g. drivelines, gaskets) how systems interrelate and affect each other. <p>How the environment (e.g. climate, soil types), maintenance schedules (e.g. timescales, activities) and operation (e.g. incorrect use, incorrect application) of complex land-based equipment and machinery can be used to support a diagnosis.</p> <p>Causes and effects of system and component failure.</p> <p>Normal and abnormal characteristics of machinery performance.</p> | <p>Gather information from different sources.</p> <p>Prepare machinery and equipment for diagnostic activities.</p> <p>Verify test equipment accuracy.</p> <p>Sequence and prioritise diagnostic tasks.</p> <p>Apply open questioning and listening techniques.</p> <p>Simulate machinery and equipment operations to replicate fault symptoms.</p> <p>Use test equipment (e.g. electrical, hydraulic) to establish diagnostic data.</p> <p>Use digital software to collect diagnostic information.</p> <p>Connect electronic components to software.</p> <p>Record diagnostic data.</p> <p>Use visual inspection and sensory perception to establish diagnostic information.</p> <p>Isolate circuits and components in a system.</p> <p>Analyse information and data.</p> <p>Present information and data.</p> <p>Convey proposals in written form.</p> <p>Measure with precision.</p> |

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| <p>The function of software (e.g. engine control systems, machine stability) in the operation of machinery and equipment.</p> <ul style="list-style-type: none"> • how the software ensures effective performance • how software can be used to support diagnostic activities • methods used to adapt software to support diagnostic activities including installation, updating, amending, licensing. <p>Diagnostic operations</p> <p>Causes and implications of component contamination</p> <ul style="list-style-type: none"> • measures used to avoid contamination when carrying out diagnostic activities • how evidence of contamination can be used to support a diagnosis. <p>Machinery and equipment samples required for completion of diagnostic activities.</p> <ul style="list-style-type: none"> • the contribution samples make to diagnostic activities • methods used to collect samples • how data provided from sample analysis can be used to support a diagnosis • benchmarking data for samples that indicate optimum performance of machinery and equipment. <p>Current and emerging technologies and their effect on system operation, integration and diagnostics.</p> <p>Techniques used in the preparation of machinery and equipment before diagnostic activities</p> | <p>Validate data.</p> <p>Configure digital technology.</p> <p>Use software to manipulate data.</p> <p>Manipulate software to interrogate data.</p> <p>Substantiate conclusions with evidence.</p> <p>Apply a logical approach to solving problems.</p> <p>Sequence and prioritise diagnostic tasks.</p> <p>Synthesise provided information.</p> |
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- their suitability for different diagnostic activities, machinery and equipment and environments
- their application for different machinery and equipment and environments.

Techniques for removal, disassembly, refitting, assembly of systems and components in preparation for diagnostic operations.

Diagnostic techniques (including sensory, electronic, benchmarking, monitoring)

- their purpose
- their suitability for different situations
- their application.

The processes used to formulate a logical diagnostic conclusion e.g. isolation, substitution, comparison.

Methods used to verify machinery and equipment and their components conform to manufacturers specifications.

Types of calibration

- their suitability for different purposes
- techniques and equipment used for implementation.

Scientific laws relating to electrics, power, hydraulics and friction (e.g. Ohm's, Pascal's)

- how they are applied to complex land-based machinery and equipment
- calculations required to ensure they are applied effectively to achieve optimum performance of complex land-based machinery and equipment.

Diagnostic tools, equipment and machinery

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| <p>Types of tools, equipment and machinery used for diagnostic tasks (including mechanical, electronic, digital)</p> <ul style="list-style-type: none"> • their characteristics • their operation • their calibration. <p>Techniques used to maintain equipment and machinery for use including storage, cleaning, visual and technical checks.</p> <p>Information and data</p> <p>Information that can be provided by the key stakeholders (including owner, user) to support a diagnosis.</p> <p>Methods used to verify the accuracy of information provided by key stakeholders e.g. observation, machinery operation.</p> <p>Information and data required to support diagnostic tasks</p> <ul style="list-style-type: none"> • techniques used obtain data • suitability of techniques for different types of data and situations. <p>Conventions of diagnostic reports, complex drawings and schematics (wiring and hydraulics) including symbols</p> <ul style="list-style-type: none"> • how these are used to interpret and present information and data. | |
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Performance Outcome 4: Install land-based machinery and equipment

Students are not required to demonstrate the use and operation of complex land-based machinery and equipment which would normally be included in the installation and handover process. They must be able to apply their knowledge of complex land-based machinery and equipment to any example from any manufacturer, when provided with relevant and appropriate information and data.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Hazards and risks associated with the installation of complex land-based equipment and machinery and related controls.</p> <p>Land-based equipment and machinery</p> <p>Types of complex land-based equipment and machinery including those used in construction, agricultural engineering, outdoor power equipment, professional turf, forestry, fixed plant, hire equipment.</p> <p>The operating principles of complex integrated and stand-alone systems (including power units, transmission, hydraulics, electric/electronic, air conditioning)</p> <ul style="list-style-type: none">• their components (e.g. drivelines, gaskets)• how components and systems interrelate and affect each other. <p>Equipment and machinery applications</p> <ul style="list-style-type: none">• their performance limitations• causes and effects of inappropriate system, machinery or equipment use• implications for incorrect use. <p>The function of software (e.g. global positioning) in the operation of machinery and equipment</p> | <p>Plan the logistics required to carry out a machinery and equipment installation.</p> <p>Assess suitability of an installation site.</p> <p>Prepare the site to enable safe and effective installation of machinery and equipment.</p> <p>Interpret information and data provided e.g. operator's manual, customer reviews.</p> <p>Summarise information.</p> <p>Convey technical information to different audiences.</p> <p>Verify machinery and equipment is prepared to requirements e.g. customer order.</p> <p>Use open and closed questions to gain information.</p> <p>Present information and ideas orally to others.</p> <p>Check understanding of others.</p> |

- how the software ensures effective performance
- how the software is used to support maintenance activities
- methods used to adapt software during and following maintenance activities including installation, updating, amending, licensing.

The relationships between the environment (e.g. climate, soil types), maintenance schedules (e.g. timescales, activities) and operation (e.g. incorrect use, incorrect application) of complex land-based equipment and machinery and the implications for installation and handover information and activities.

Types of fluids used in land-based machinery and equipment (including coolants, lubricants and gases),

- their properties
- how the properties affect their application and performance.

Techniques (including sensory inspection) used to verify machinery and equipment operates to specification after installation.

Current and emerging technologies and their effect on system operation and integration.

Legislation

The legal requirements when installing and handing over a new or used machine including the technical advice and assistance that can be offered to customers.

The benefits and limitations of terms and conditions of warranties (including extended warranties) and licences

- terminology associated with warranties and licences.

Installation Operations

The requirements for preparing machinery and equipment to be presented and installed with the owner / operator e.g. checking customer order, cleanliness, operational checks, performance capabilities.

Characteristics of installation sites (e.g. noise levels, potential bystanders, space, topography)

- their suitability for specific installation requirements
- actions required to ensure the site is suitable.

Handover of Machine

The techniques used to establish that the machine operator can operate the installed machine and understands information provided on completion of the installation e.g. (observation, questioning, demonstration).

The processes used to establish customer satisfaction e.g. customer satisfaction surveys, customer visits.

Types of customer related issues that may be encountered when installing and handing over machinery equipment and how they arise (e.g. customer expectations, machine performance).

The information required by the operator as part of the handover including how to operate machinery and equipment, the safe stop procedure and reasons for use, the importance of the operator's handbook, the meaning of universal symbols in the operator's handbook, maintenance and

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| <p>warranty requirements, the importance of serial numbers, issues related to second-hand equipment and machinery.</p> <p>Information and data</p> <p>The information, documentation and equipment required prior to installing machinery and equipment.</p> <p>The information required to complete the installation documentation, including acceptance criteria and meet legislative requirements.</p> | |
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Occupational Specialism: Livestock production

Performance Outcome 1: Establish conditions for animal breeding

In this performance outcome students do not develop skills associated with birth of livestock.

This occupational specialism relates to cattle, sheep/lamb, pig and poultry production. For this performance outcome, students are expected to acquire knowledge related to all types of animals and the skills to work with two.

| Knowledge | Skills |
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| Health and safety Hazards that can lead to health and safety, hygiene issues <ul style="list-style-type: none">risks associated with establishing conditions for livestock breedingrisk factors associated with zoonosis and common zoonotic diseasethe associated control measures that should be applied (e.g. isolation protocols), including first aid techniques. Animal biology Natural and artificial methods of insemination e.g. selective breeding, embryo transfer, hormone manipulation, artificial insemination <ul style="list-style-type: none">the benefits and limitationssuitability for different situations (e.g. breed, business targets). Anatomy and physiology of the male and female reproductive systems of different farmed animals including <ul style="list-style-type: none">their purposethe structures of those systems | <i>Skills applicable to all livestock</i> Visually assess animals' health e.g. coat, eyes. Visually assess animals' mobility e.g. for lameness. Use an animal's flight zone to create movement. Segregate an animal from within a herd / flock. Determine animals' temperature using appropriate technique. Operate restraint equipment e.g. cattle crush, rope halter. Apply markings to animals. Physically check the condition of the anatomy for breeding e.g. udder, eggs. Calculate delivery (e.g. farrowing) date. Calculate nutritional requirements of breeding livestock. Use online applications to communicate with others. Instruct others how to carry out a task. Assess a situation for adverse health and safety risks. |

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| <ul style="list-style-type: none"> • how the different elements interrelate to ensure they function effectively • the oestrus cycle • primary and secondary signs of heat • characteristics that suggest suitability for breeding • gestation periods • techniques used and signs that mating has been successful. <p>Types of different farmed animal breeds including</p> <ul style="list-style-type: none"> • their key characteristics • their suitability for different environments • their suitability for different production requirements e.g. short-term achievement of meat-based products, non-meat-based products (e.g. milk, wool). <p>Animal health and welfare</p> <p>The animal welfare frameworks (including freedoms, needs and domains), legislation and Codes of Recommendations for the Welfare of Livestock</p> <ul style="list-style-type: none"> • how welfare needs are delivered in practice when livestock are being prepared for breeding • implications to health and welfare of livestock of non-compliance. <p>Potential effect of human-animal interaction on livestock</p> | <p>Apply physical dexterity with appropriate pressure and delicacy when interacting with livestock.</p> <p>Substantiate conclusions with evidence from data analysis.</p> <p>Create texts e.g. risk assessment, health check report.</p> <p>Assess suitability of livestock for breeding (e.g. signs of heat).</p> <p>Poultry</p> <p>Set up an incubator.</p> <p>Load eggs into an incubator.</p> <p>Assess the health of eggs (e.g. for breeding, hatching eggs).</p> <p>Collect eggs for breeding.</p> <p>Cattle/sheep</p> <p>Cleanse a teat.</p> <p>Take a sample from a teat.</p> <p>Insert a tube into a teat.</p> |
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| <ul style="list-style-type: none"> • techniques used to mitigate for negative effects • techniques for safe and welfare - orientated handling of breeding livestock including capture and restraint • animal flight zones and points of balance and how they contribute to effective livestock handling. <p>Different ways that can be used to identify and monitor animals (e.g. digital tagging, observation)</p> <ul style="list-style-type: none"> • their suitability in different situations • their impact on the health and welfare of the animal. <p>Techniques (including observation, clinical tests, weighing) used to monitor and assess the health and wellbeing of farmed livestock</p> <ul style="list-style-type: none"> • how they are applied safely and empathetically • their suitability for different young livestock and environments • baseline expectations and signs of good and ill health for farmed livestock in different stages of breeding • the importance, content and processes involved in the development of herd / flock health plans. <p>The natural behaviour (including eating habits, sleeping habits, social behaviour, lifecycles, ecological niche) of different types of livestock species and breeds</p> | |
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- how the knowledge can be used to best optimise their health and welfare during breeding.

Nutrition and feed requirements of different farmed animals during different breeding stages (e.g. pre-conception, pregnancy)

- sources of nutrients and related supplements
- how different nutrients affect health and successful breeding
- food safety/hygiene requirements when handling foodstuffs.

Animal breeding

Factors that affect the condition and physical characteristics of different male and female farmed animals (e.g. temperament, heritage, provenance) and the implications for their use in breeding.

Genetic reproduction technology (e.g. selective breeding, embryo transfer)

- its contribution to animal breeding and husbandry
- use in determining breeding stage of livestock e.g. birds in lay, pigs in farrow.

Techniques used to handle males during semen collection to maintain good welfare and maximise semen quality.

How semen should be maintained (including handling, storage and recording) to maximise semen quality.

Procedures (e.g. incubation times) and techniques (e.g. incubation) involved in supporting and monitoring eggs to hatch

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| <ul style="list-style-type: none"> • characteristics that determine suitability of eggs for incubation • factors that affect suitability of eggs for incubation and hatching. <p>Diseases, parasites and ailments that can affect the fertility and pregnancy of different farmed animals</p> <ul style="list-style-type: none"> • types of parasites (internal and external) that can cause diseases and ailments and their routes of transmission • their physical and behavioural indicators • implications to successful breeding • action required to prevent and mitigate them • how they are monitored if in existence • diseases that are notifiable and actions to be taken when identified. <p>Types of veterinary and non-veterinary medicines and other health related products to support livestock breeding (e.g. semen)</p> <ul style="list-style-type: none"> • procedures for managing stock (including stock levels, stock ordering, storage) • techniques used to administer medicines and their suitability for different purposes • legal requirements for administration of medical procedures that can be undertaken by non-qualified staff. | |
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| <p>Animal Husbandry Environment</p> <p>Environmental requirements of accommodation (e.g. ventilation, lighting, heating) used for breeding stock (including poultry) and their impact on successful breeding.</p> <p>Types of technology (e.g. embryonic transfer) and equipment (e.g. incubators, AI straws) used to support effective breeding of farmed animals</p> <ul style="list-style-type: none"> • their operation • their suitability for different purposes. <p>Business management</p> <p>Organisations involved in the end to end process of animal husbandry (including assurance schemes) and their roles in the breeding stage.</p> <p>Types of data and information created, managed and communicated in relation to the breeding of livestock</p> <ul style="list-style-type: none"> • procedures used to manage information and data, including their security • techniques used to interpret information and data • how information and data is used to organise schedules, prioritise tasks • implications for misuse. <p>Performance indicators of the operation and industry (including cost, breeding performance, growth, mortality,)</p> <ul style="list-style-type: none"> • how they are used to make breeding decisions regarding animals | |
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| <ul style="list-style-type: none"> • how they are monitored e.g. audits • implications for failing to meet performance indicators. <p>The value of breeding and newly bred livestock to a business</p> <ul style="list-style-type: none"> • different types of security measures in livestock production environments • their purposes • suitability for different breeding environments • how they are operated. <p>Strategies and techniques for compliant and sustainable waste management and recycling</p> <ul style="list-style-type: none"> • the financial benefits of waste e.g. slurry, farmyard manure • how these are applied in different livestock production environments. | |
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Performance Outcome 2: Rear livestock from birth to production standard

This occupational specialism relates to cattle, sheep/lamb, pig and poultry production. For this performance outcome, students are expected to acquire knowledge related to all types of animals and the skills to work with two.

Students are expected to show that they can collaborate with at least one other person to herd animals.

| Knowledge | Skills |
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| <p>Health and safety</p> <p>Hazards that can lead to health and safety, hygiene and welfare risks (including zoonosis) associated with rearing livestock from birth to production and the associated control measures that should be applied.</p> <p>Animal biology</p> <p>Anatomy of the respiratory, digestive, excretory, nervous and cardio-vascular systems of different farmed animals including their purpose and structures.</p> <p>Physiology of the respiratory, digestive, nervous and cardio-vascular systems</p> <ul style="list-style-type: none">• how the different elements interrelate to ensure they function effectively• how the physiology changes during different life stages. <p>Different ways that can be used to identify and monitor animals (e.g. digital tagging, observation)</p> <ul style="list-style-type: none">• their suitability in different situations• their impact on the health and welfare of animal. <p>Animal health and welfare</p> | <p>Feed animals from a bottle / tube.</p> <p>Sterilise a bottle / tube used for feeding.</p> <p>Mix feed as appropriate to the feeding equipment to be used.</p> <p>Calculate feed requirements.</p> <p>Spray disinfectant over animal accommodation.</p> <p>Measure animal enclosures.</p> <p>Use hand tools (e.g. brush, spade, fork) to maintain animal enclosure cleanliness and hygiene.</p> <p>Clean / sterilise / disinfect equipment used for food and water.</p> <p>Apply safe knife skills e.g. cut strings on hay bale.</p> <p>Place restraints on young animals.</p> <p>Collaborate with a team member.</p> <p>Apply appropriate techniques to move a group of animals.</p> <p>Measure with precision.</p> <p>Interpret digital tagging data.</p> <p>Tag an animal with consideration for welfare.</p> <p>Transcribe information from observation to a document.</p> <p>Apply physical dexterity with an appropriate application of force /</p> |

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| <p>The animal welfare frameworks (including freedoms, needs and domains), legislation and Codes of Recommendations for the Welfare of Livestock</p> <ul style="list-style-type: none"> • how welfare needs are delivered in practice when livestock are being reared • Implications to health and welfare of animals of non-compliance. <p>Potential effect of human-animal interaction on livestock</p> <ul style="list-style-type: none"> • techniques used to mitigate for negative effects. • techniques for safe and welfare - orientated handling of young livestock including capture and restraint • the types of restraints (e.g. pig board, cage) and other equipment (e.g. weighing equipment) that can be used, their suitability for different animals and situations and how they are applied. • animal flight zones and points of balance and how they contribute to effective handling of young livestock. <p>Diseases, parasites and ailments that can affect the rearing of farmed animals</p> <ul style="list-style-type: none"> • how they are caused including routes of transmission • symptoms that are displayed • how they can be prevented • how they can be treated | <p>pressure when interacting with livestock.</p> <p>Assess hygiene risks.</p> <p>Maintain personal hygiene.</p> <p>Prepare accommodation for a new arrival.</p> <p>Apply topical medical treatments.</p> <p>Administer oral medical treatments.</p> <p>Calculate stocking densities.</p> <p>Update livestock records e.g. registration documentation.</p> <p>Cattle</p> <p>Apply a calf coat.</p> <p>Poultry</p> <p>Determine environmental requirements for growth.</p> <p>Monitor bird growth.</p> <p>Pigs</p> <p>Provide enrichment.</p> <p>Sheep</p> <p>Assess teeth quality.</p> <p>Tip/turn a sheep.</p> <p>Age a sheep from its teeth.</p> |
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| <ul style="list-style-type: none"> • the impact they can have on growth and development. <p>Techniques (including observation) used to monitor and assess the health and wellbeing of livestock</p> <ul style="list-style-type: none"> • how they are applied safely and empathetically • their suitability for different breeding livestock species and environments • baseline expectations and signs of good and ill health for farmed animals at different life stages • the importance and content and of herd / flock health plans and how they are monitored and revised. <p>The importance, content and processes involved in the development of herd / flock health plans.</p> <p>The natural behaviour (including eating habits, sleeping habits, social behaviour, lifecycles, ecological niche) of different types of livestock species and breeds</p> <ul style="list-style-type: none"> • how the knowledge can be used to best optimise their health and welfare when they are being reared. <p>Nutrition and feed requirements of different farmed animals during different stages of development</p> <ul style="list-style-type: none"> • sources of nutrients and related supplements • how different nutrients affect their health, welfare and growth | |
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| <ul style="list-style-type: none"> • types of equipment used to provide food and water to farmed animals • food safety/hygiene requirements when handling foodstuffs. <p>Different types of grasses, forage crops and grazing techniques (e.g. rotational grazing) used to support livestock growth and development</p> <ul style="list-style-type: none"> • their characteristics • their suitability for different types of animals, systems and production requirements • factors affecting quality of grassland and how these are managed to support high yield and quality. <p>Types of invasive and noxious plant species that can have an adverse effect on livestock</p> <ul style="list-style-type: none"> • their characteristics • implications of finding invasive species to the environment • how to mitigate for invasive species in an environment. <p>The natural behaviour (including eating habits, sleeping habits, social behaviour, lifecycles, ecological niche) of different types of livestock species and breeds</p> <ul style="list-style-type: none"> • how the knowledge can be used to best optimise their health and welfare during rearing. <p>Characteristics of farmed animals that indicate they are ready for production (e.g. from hatching to despatch as</p> | |
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| <p>layers or broilers) and how they are monitored.</p> <p>The principles of animal environment design including</p> <ul style="list-style-type: none"> • requirements (including ventilation, lighting, stocking densities) to meet the needs of the livestock • potential hazards (e.g. toxic plants, biohazards, sharp objects) and how these are minimised • types of accommodation for different types of livestock at different life stages e.g. pens, cubicles and their suitability for different types of livestock stakeholders and animals • how the need to move animals is considered and managed in designs • how to ensure design minimises animal fear and distress and optimises health and welfare • the effects of poor accommodation on growth • the types of equipment required e.g. heaters, shed alarms • techniques and equipment used to monitor and maintain accommodation security and their suitability for different environments and species and implications of poor security of accommodation e.g. loss of livestock, biosecurity issues • how accommodation requirements are maintained | |
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| <p>including temperature of hatchery.</p> <p>The principles and techniques of livestock environment management e.g. cleaning replenishing materials</p> <ul style="list-style-type: none"> • how these are applied • products, tools and equipment used • benefits and potential harms (e.g. stress) these can bring to livestock when managing their environments. <p>The factors that can affect the movement of animals</p> <ul style="list-style-type: none"> • the condition of animals making them unfit for transport • the equipment and facilities (e.g. lighting, ventilation) required to support the arrival of young animals • the need to avoid stress in animals and techniques used to move and handle them • requirements when transporting animals for different purposes e.g. for transfer to new accommodation, for sale. <p>Types of veterinary and non-veterinary medicines and other health related products required to support the growth of different breeds and species of livestock</p> <ul style="list-style-type: none"> • the benefits and limitations of their use in supporting animal growth and meeting production targets | |
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- procedures for managing stock (including stock levels, stock ordering, storage, recording)
- techniques used to administer medicines (including topical, oral, injection), their suitability for different purposes and implications for incorrect administration
- legal requirements for administration of medical procedures that can be undertaken by non-qualified staff.

Factors (e.g. spread of hatch, accommodation) that can affect livestock achieving performance targets for different breeds / species and how to optimise them.

Business management

Organisations and roles involved in the end to end process of animal husbandry (including assurance schemes) and the roles in the growth stage.

Performance indicators for rearing livestock (including cost, growth rate, feed conversion rates, mortality, environmental impact)

- how they are used to make decisions regarding animals during the growth stage
- how they are monitored e.g. standard operating procedures
- implications for failing to meet performance indicators.

Types of data and information created, managed and communicated in relation to the rearing of livestock

- procedures used to manage information and data, including their security
- techniques used to interpret information and data
- how information and data is used to organise schedules, prioritise tasks
- implications for misuse.

Types of technology and equipment (e.g. brooders, EID tags, software) used to support effective rearing of farmed animals, their operation and suitability for different purposes.

Ethical issues associated with the rearing of animals including animal-human interaction

- how these are resolved, including expectations and requirements of the wider supply chain e.g. the public, supermarkets.

Requirements for registering the birth of livestock

- techniques used to identify livestock including tagging
- the importance of traceability and how this is managed.

The value of livestock to a business at different growth stages

- different types of security measures in livestock production environments
- their purposes
- suitability for different types of livestock in different environments

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| <ul style="list-style-type: none">• how they are operated. | |
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Performance Outcome 3: Optimise livestock production

This occupational specialism relates to cattle, sheep/lamb, pig and poultry production. For this performance outcome, students are expected to acquire knowledge related to all types of animals and the skills to work with two. Students are not required to develop skills to optimise pig production.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Hazards that can lead to health and safety, hygiene and welfare risks (including zoonosis) associated with optimising livestock production (including transportation of livestock) and the associated control measures that should be applied.</p> <p>Animal biology</p> <p>Anatomy and physiology of the respiratory, digestive, excretory, nervous and cardiovascular systems</p> <ul style="list-style-type: none">• how the different elements interrelate to ensure they function effectively• how the physiology affects production quality and yield• faeces and urine output and abnormalities and implications for production quality and yield. <p>Different ways that can be used to identify and monitor animals (e.g. digital tagging, observation)</p> <ul style="list-style-type: none">• their suitability in different situations• their impact on the health and welfare of the animal. <p>Animal health and welfare</p> <p>The animal welfare frameworks (including freedoms, needs and domains), legislation</p> | <p>Hitch a trailer to a tractor.</p> <p>Reverse a tractor with a trailer 10 metres in a straight line.</p> <p>Reverse a tractor around a corner.</p> <p>Use equipment to move bales of hay/straw/pallets to a trailer.</p> <p>Operate equipment to mix feed.</p> <p>Use equipment to scrape a yard.</p> <p>Determine a body conditioning score for livestock.</p> <p>Weigh an animal appropriate equipment e.g. scales, weigh bands.</p> <p>Remove wrap / string from a bale.</p> <p>Process animal performance data.</p> <p>Validate animal performance data.</p> <p>Identify discrete steps involved in completing a complex task.</p> <p>Sequence and prioritise steps.</p> <p>Estimate time and resources.</p> <p>Allocate resources.</p> <p>Apply physical dexterity with precise and controlled movements.</p> <p>Apply a logical approach to solving problems.</p> <p>Represent animal performance data using mathematical diagrams.</p> |

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| <p>and Codes of Recommendations for the Welfare of Livestock</p> <ul style="list-style-type: none"> • how welfare needs are delivered in practice when livestock are being optimised for production • implications to health and welfare of livestock of non-compliance. <p>Health and welfare issues (including condition of coat, eyes, ears, nose / beak, mouth, feet and behavioural issues)</p> <ul style="list-style-type: none"> • physical and behavioural symptoms that indicate issues • actions required to mitigate them • how they are monitored e.g. taking temperatures, measuring weight • the importance, content and processes involved in the development of herd / flock health plans. <p>Potential effect of human-animal interaction on performance of livestock</p> <ul style="list-style-type: none"> • techniques used to mitigate for negative effects • techniques for safe and welfare - orientated handling of livestock. <p>Different ways that can be used to identify and monitor animals (e.g. digital tagging, observation)</p> <ul style="list-style-type: none"> • their impact on the health and welfare of the animal • implications of incorrect identification e.g. not meeting contractual requirements. <p>Nutrition and feed requirements of different farmed animals during production</p> | <p>Clean equipment for storage.</p> <p>Apply biosecurity measures.</p> <p>Assess growth against targets e.g. Feed Conversion Efficiency, Mortality Rate.</p> <p>Apply protective equipment for transportation of livestock.</p> <p>Gather transportation documentation.</p> <p>Visually assess condition of the transport for livestock safety and wellbeing e.g. partitions, level of ventilation.</p> <p>Load livestock onto transport.</p> <p>Cattle/sheep</p> <p>Strip foremilk from an animal.</p> <p>Use equipment to milk livestock.</p> <p>Set up milking equipment.</p> <p>Clean down milking equipment.</p> <p>Calculate chemicals required to go through milking equipment.</p> <p>Measure water temperature throughout cleaning process.</p> <p>Handle chemicals required to go through milking equipment.</p> <p>Mix chemicals required to go through milking equipment.</p> <p>Sheep</p> <p>Handle sheep through a race</p> <p>Dip / bathe sheep.</p> <p>Shear sheep.</p> <p>Crutch / dag sheep.</p> <p>Roll a fleece.</p> <p>Poultry</p> |
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| <ul style="list-style-type: none"> • sources of nutrients and related supplements • how different nutrients affect their health, welfare and production. <p>Techniques used to monitor and assess the health and wellbeing of farmed livestock during production.</p> <ul style="list-style-type: none"> • how they are applied safely and empathetically • their suitability for different young livestock and environments • baseline expectations and signs of good and ill health for farmed livestock <p>Diseases, parasites and ailments that can affect farmed animals</p> <ul style="list-style-type: none"> • how they are caused, including routes of transmission • symptoms that are displayed • how they can be prevented • how they can be treated • the impact they can have on production yield and quality • diseases that are notifiable and actions to be taken when identified. <p>Types of veterinary and non-veterinary medicines and other health related products required to support the optimisation of different breeds and species of livestock (e.g. anthelmintic)</p> <ul style="list-style-type: none"> • the benefits and limitations of their use in supporting animal growth and meeting production targets including potential for disease resistance | <p>Assess poultry against targeted outcomes.</p> <p>Grade eggs.</p> <p>Store eggs.</p> <p>Prepare birds for transportation.</p> <p>Apply processes to bring birds into lay.</p> |
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- procedures for managing stock (including stock levels, stock ordering, storage, recording)
- techniques used to administer medicines (including topical, oral, injection), their suitability for different purposes and implications for incorrect administration
- legal requirements for administration of medical procedures that can be undertaken by non-qualified staff.

The natural behaviour (including eating habits, sleeping habits, social behaviour, lifecycles, ecological niche) of different types of livestock species and breeds

- how the knowledge can be used to best optimise their health and welfare when optimising production.

The factors that can affect the movement of animals

- the condition of animals making them unfit for transport
- requirements when transporting animals for different purposes e.g. for slaughter, for processing.

Machinery and equipment

Types of equipment and machinery used for monitoring animal production, their characteristics, function, operation and suitability for tasks.

Equipment and machinery maintenance

- techniques used e.g. servicing, cleaning
- how they are applied
- implications of poor maintenance.

Animal production

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| <p>Factors that can affect performance of farmed animals (e.g. egg quality, milk yield, take off rate) and the different systems used (e.g. indoor, hill-based, automated)</p> <ul style="list-style-type: none"> • farmed animals' production lifecycles • finishing processes including culling, despatch, deadstock removal and transportation • how these factors are optimised to improve yield and quality. <p>Different types of grasses forage crops and grazing techniques (e.g. rotational grazing) used for livestock production</p> <ul style="list-style-type: none"> • their characteristics • their suitability for different types of animals, systems and production requirements • factors affecting quality of grassland and how these are managed to support high yield and quality • how to maintain grassland to meet animal needs and high production yield and quality. <p>Types of invasive plant species that can have an adverse effect on livestock production</p> <ul style="list-style-type: none"> • their characteristics • implications of finding invasive species to the environment • how to mitigate for invasive species in an environment. <p>Business environment</p> <p>The livestock farming industry and its trends, breeds, consumption versus production data, supply chain options,</p> | |
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| <p>types of contracts and implications for the livestock farmer.</p> <p>Organisations and roles involved in the end to end process of animal husbandry (including assurance schemes)</p> <ul style="list-style-type: none"> • the roles in the production stage • types of contracts and contract terms and implications of not meeting contractual requirements. <p>Performance indicators of the production operation (e.g. feed conversion efficiency, flock / herd performance, egg quality) and of the industry</p> <ul style="list-style-type: none"> • how they are used to make decisions regarding animals during the production stage • how they are monitored • implications for failing to meet performance indicators. <p>Types of technology and equipment (e.g. robotics, product testing equipment) used to support effective production of farmed animals, their operation and suitability for different purposes.</p> <p>Ethical issues associated with optimising livestock production including animal-human interaction</p> <ul style="list-style-type: none"> • how these are resolved including expectations and requirements of the wider supply chain. <p>Key requirements, ethics, legislation and codes of practice related to the sale and transportation of livestock</p> <ul style="list-style-type: none"> • how they are applied when preparing livestock for transportation • types of transport used for transporting livestock and their | |
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| <p>suitability for different types of livestock transported for different purposes</p> <ul style="list-style-type: none"> • types of equipment required for transporting livestock e.g. to aid loading and unloading <p>The value of livestock to a business during production and finishing</p> <ul style="list-style-type: none"> • different types of security measures • their purposes • suitability for different types of livestock used for different production purposes • how they are operated. | |
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Performance Outcome 4: Maintain areas surrounding the livestock production environment

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Legislation and regulations</p> <p>Hazards that can lead to health and safety risks associated with maintaining areas surrounding the production environment (e.g. slurry spillage, working with electrical supply) and the associated control measures that should be applied.</p> <p>Key requirements of biosecurity legislation, regulations, codes of practice and organisational policies and how they are applied to the maintenance of areas surrounding the production environment e.g. the development of biodiversity plans.</p> <p>Key requirements of environmental legislation, regulations, codes of practice and organisational policies and how they are applied to the maintenance of areas surrounding the production environment.</p> <p>The principles of soil, water, energy and pollution codes of practice (including Good Environmental Land Management Scheme (ELMS) and the implications of these for livestock production and the maintenance of the environment.</p> <p>Principles of safe manual handling and their application when managing the areas surrounding the production environment.</p> <p>Business</p> <p>Management considerations</p> <ul style="list-style-type: none"> the maintenance (e.g. replacement of habitats, expansion of paths) of an area factors that need to be taken into account (e.g. site and situation, | <p>Assess health and safety risks.</p> <p>Join wood (e.g. with nails, screws) for styles and fences.</p> <p>Cut wood.</p> <p>Prune hedges.</p> <p>Fix ironmongery (e.g. hinges and locks).</p> <p>Prepare wood for coating.</p> <p>Apply coatings to surfaces.</p> <p>Stone paths.</p> <p>Erect wired fencing.</p> <p>Clear paths.</p> <p>Take a soil sample.</p> <p>Test a soil sample for nutrients.</p> <p>Cut grassland for different purposes (e.g. strip grazing, grass topping, silage).</p> <p>Bale grass for silage or hay.</p> <p>Estimate resource requirements.</p> <p>Summarise information and ideas.</p> <p>Use questioning techniques to obtain and clarify information.</p> <p>Identify sources of information.</p> <p>Develop search criteria/questions to be answered.</p> <p>Gather relevant information and data.</p> <p>Audit the compliance of activities with assurance scheme requirements.</p> <p>Classify waste for disposal.</p> |

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| <p>public access and wildlife)</p> <ul style="list-style-type: none"> • the implications for management activities and how these are managed • resources (human, financial, physical) required for development and sustainability including ongoing maintenance • factors that affect long term planning (e.g. climate, funding, unexpected findings and short-term planning (e.g. weather, breakages, staffing) and their impact on implementation of plans • timescales involved in operational implementation of a plan • techniques (including the use of digital software) used to monitor and evaluate progress of a plan. <p>Types of records to be produced and stored in relation to maintenance of areas surrounding production environments and related systems for management of information and data.</p> <p>Examples of malpractices (unethical, inefficient, illegal) when undertaking non-livestock production activities and the potential implications to the business and the production environment.</p> <p>Costs of maintenance of areas surrounding the production environment and implications for profitability and business success.</p> <p>Performance targets for areas surrounding the production environments and how they are developed and applied in different situations.</p> | |
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| <p>Opportunities for use of areas surrounding the productive environments for financial benefit (e.g. stewardship) and implications for use e.g. meeting assurance requirements.</p> <p>Areas surrounding the production environment</p> <p>Features of areas surrounding the production farm environments (e.g. footpaths, hedgerows, lakes)</p> <ul style="list-style-type: none"> • standards for maintenance of areas surrounding the production environment set by different standards setting bodies e.g. Red Tractor • the effects of techniques used to protect and enhance areas surrounding the productive environment e.g. field margin. <p>Wildlife species (e.g. insects, flora) that occur on farmland</p> <ul style="list-style-type: none"> • their ecology • characteristics of their habitats • techniques used to encourage habitats of beneficial species • benefits and limitations of maintaining species and habitats for the areas surrounding production environments (e.g. assurance scheme requirements) • legal and regulatory requirements for maintaining species and habitats. <p>Types of soils (including loams, clays, silts, sands, organics) and growing media (including inorganic e.g. rock and organic e.g. bark, aquatic substrate)</p> | |
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- their characteristics and properties (including pH, nutrient availability, drainage and water holding capacity, organic matter and living organisms in the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons)
- their influence on flora selection and growth
- techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit.

Types of invasive plant species established by legislation that can be encountered in areas surrounding the production environment

- their characteristics
- implications of finding invasive species to the environment

Risks associated with utilities in areas surrounding the production environment (e.g. electricity overhead cables, septic tanks) and the associated controls and PPE requirements.

Contingency and emergency plans required for health and safety related incidents e.g. fumes in confined spaces, drowning in lakes.

Factors to consider (e.g. costs, legislation, assurance standards) when conserving grass and the techniques used to optimise its use in areas surrounding the production environments.

Waste management plans

- classifications of waste from production and surrounding environments and their sources

- potential for waste to be repurposed
e.g. nutrient value of slurry
- legal and regulatory requirements
including Nitrate Vulnerable Zones
(NVZ)
- sources of organic and inorganic
waste.

Maintenance

Maintenance techniques used to maintain and repair boundaries (e.g. hedges, ditches, posts) building fabric (e.g. barn walls, doors), and surfaces (e.g. gravel, slabs) habitats (e.g. birdboxes, deadwoods) and how they are applied.

The types of assets held in a livestock production and non-production environments and their value of livestock to a business

- different types of security measures
- their purposes
- suitability for different environments
- how they are operated.

Machinery and equipment

Characteristics, operation and suitability of different types of equipment and machinery used for maintenance of non-productive areas.

Techniques used to maintain equipment and machinery for use including storage, cleaning, calibration, visual and technical checks.

Occupational Specialism: Ornamental and environmental horticulture and landscaping

Performance Outcome 1: Establish ornamental and environmental horticultural areas

| Knowledge | Skills |
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| <p>Ornamental and environmental horticulture areas</p> <p>Types of ornamental and environmental horticultural areas (including public, amenity, botanical, heritage, private)</p> <ul style="list-style-type: none"> • their characteristics • their purposes • similarities and differences • benefits and limitations (including environmental, health and wellbeing, society and community, economic (e.g. employment GDP). <p>The physical characteristics of a site (including drainage, aspect, topography, exposure and situation (D.A.T.E.S) and its microclimates including</p> <ul style="list-style-type: none"> • information required to determine characteristics and sources used to acquire the information e.g. observation, maps and plans • implications of site characteristics when establishing ornamental and environmental horticultural areas for different situations e.g. to meet a design brief, for plant selection. <p>Types of common landscaping features including hard (horizontal (e.g. paving, paths), vertical (e.g. walls, fencing), and soft (including planting beds, turf, trees,</p> | <p>Interpret maps and garden design plans.</p> <p>Assess existing physical characteristics, challenges and opportunities for establishment of an ornamental and environmental horticultural area.</p> <p>Identify plants through observation of characteristics.</p> <p>Identify plants through use of research tools (e.g. botanical key, internet).</p> <p>Take a soil sample.</p> <p>Analyse a soil sample.</p> <p>Situate garden features aligned to planned design.</p> <p>Carry out primary soil cultivation using hand tools</p> <ul style="list-style-type: none"> • apply organic matter to the soil using a spade or a fork • distribute organic matter on the soil surface • use a spade to remove a spit depth of soil • use a spade to create a trench • use a wheelbarrow to move soil • turn over the soil with a spade. <p>Carry out secondary soil cultivation using hand tools</p> <ul style="list-style-type: none"> • roughly level soil |

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| <p>shrubs, rock gardens, water features)</p> <ul style="list-style-type: none"> • their purposes • different types • their suitability for different sites and horticultural situations including different aesthetic schemes, heritage styles and maintenance requirements • implications for establishing ornamental and environmental horticultural areas. <p>Sustainable horticultural features include rain gardens, green walls, green roofs, Sustainable Urban Drainage (SuDS)</p> <ul style="list-style-type: none"> • their purposes • different types • their suitability for different sites and horticultural situations including different aesthetic schemes, heritage styles and maintenance requirements • implications for establishing ornamental and environmental horticultural areas. <p>Environmental</p> <p>The potential positive and negative impacts of establishing ornamental and environmental horticultural areas including on flora, fauna, habitats (including human)</p> <ul style="list-style-type: none"> • measures used to minimise and mitigate for negative impacts • measures used to maximise positive impacts. <p>Factors (e.g. objectives for horticultural</p> | <ul style="list-style-type: none"> • level soil • create a tilth suitable for purpose. <p>Identify hazards on site.</p> <p>Set out shapes from a plan including an irregular shape.</p> <p>Use hand tools to remove weeds from cultivated areas.</p> <p>Use a mechanical device to remove weeds from a cultivated area.</p> <p>Sow in open ground using hand tools:</p> <ul style="list-style-type: none"> • set out a straight line with a string or other marker • create a drill (furrow) for continuous sowing • create holes for station sowing • sow seeds, bulbs and/or tubers for determined spacing, depth, orientation • cover seeds with soil • label seed planting • irrigate seeds • erect supports for seedlings and / or plants • apply protection for seedlings / plants • remove weeds from a seed bed • broadcast turf seed for determined rate. <p>Calculate sowing requirements for seeds / bulbs and / or tubers.</p> <p>Plant in open ground</p> <ul style="list-style-type: none"> • mark out the site with planting areas |
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| <p>area, business values, biosecurity) that influence sourcing of plants and related materials</p> <ul style="list-style-type: none"> • how provenance of plants and related materials are verified • the economic, environmental and social importance of responsible plant sourcing. <p>Plant species protected by legislation</p> <ul style="list-style-type: none"> • the potential impact of establishing ornamental and environmental horticultural areas on protected species • how to mitigate for negative impacts of establishing ornamental and environmental horticultural areas on protected species • actions required when protected species are identified, including reporting procedures. <p>Types of invasive plant species established by legislation that can be encountered when establishing ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment • implications of finding invasive species in an environment to establishing ornamental and environmental horticultural areas • how to mitigate for invasive species in an environment when planning for and establishing ornamental and environmental horticultural areas. | <ul style="list-style-type: none"> • make a hole with a hand tool • insert plant • firm in plants adequately. <p>Plant a tree in open ground</p> <ul style="list-style-type: none"> • assess the quality of a tree for planting • dig a hole for tree planting • loosen the sides of the planting pit • appropriately loosen the roots of the tree • position the tree in the planting pit • spread out the roots • fill in the hole with soil • firm the tree into the hole • stake the tree • apply a tree tie • apply pest guards to the tree • irrigate the tree • mulch the tree. <p>Lay turf</p> <ul style="list-style-type: none"> • create a fine soil tilth with hand tools • lay turf onto soil • butt joints together • stagger joints in subsequent rows • firm the turves • fill cracks with top dressing • trim turf with hand tools |
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| <p>Plant identification and classification</p> <p>Plant classification (including families, genera, species, varieties, cultivars, both botanical and legal)</p> <ul style="list-style-type: none"> the format for scientific names according to the international code of nomenclature characteristics and morphology that can be used to classify plants the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants implications for inaccurate classification and use of scientific names the purpose and uses of plant records. <p>Types of plants including monoecious, dioecious, evergreen, deciduous, hardy, tender, annuals, biennials, perennials, herbaceous, shrubs, trees, climbers</p> <ul style="list-style-type: none"> their key characteristics including physical characteristics, lifecycle, their contribution to ornamental and environmental horticultural areas implications for inclusion in ornamental and environmental horticultural areas. <p>Plant Growth and Development</p> <p>The physical structure of plants (including roots, stems, leaves, flowers, buds, bulbs, tubers, fruit, seeds)</p> <ul style="list-style-type: none"> their functions | <ul style="list-style-type: none"> cover outer edges of turf with soil irrigate turf. <p>Assess health and safety risks.</p> <p>Apply health and safety controls to activities.</p> <p>Use rules and formulae to set out shapes and measurements.</p> <p>Measure with precision.</p> <p>Assess biosecurity risks.</p> <p>Model appropriate behaviour.</p> |
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- their morphology.

Physical processes involved in plant growth

- including germination, pollination, seed dispersal, photosynthesis, respiration and transpiration
- how these affect plant establishment and growth.

Environmental factors which affect plant growth

- including microclimate, light, irrigation, nutrients, site specific (including boggy, marginal, aquatic, dry, sunny, shady, sheltered, exposed, frost pockets)
- how environmental factors (including microclimates, light, irrigation, carbon dioxide) can be applied to the manipulation of indoor and outdoor plant establishment environments
- issues arising in plant establishment and growth as a result of sub-optimal growing environments
- how these issues are identified
- techniques used to remedy these issues.

Soils

Soil types (including loams, clays, silts, sands, organics) and their textures

- their characteristics (including pH, nutrient availability and cation exchange, drainage and water holding capacity, organic matter and living organisms in

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| <p>the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons)</p> <ul style="list-style-type: none"> • techniques used to take a soil sample including the W method • techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit, a feel test • how soil characteristics affect suitability for different types of plants in different types of ornamental and environmental horticultural areas • how previous land use affects characteristics. <p>Types of soil cultivation (including primary, secondary, no dig)</p> <ul style="list-style-type: none"> • their purpose • manual and mechanical techniques involved • their suitability and scheduling for different types of soil and pan removal • and how they are applied for creating different types of tilth required for seeding, turfing and planting. <p>Soil amelioration methods (e.g. liming, use of hydrogels and mycorrhizae)</p> <ul style="list-style-type: none"> • how they are used for structure remediation • how they are used for pH remediation • their suitability for the soil and optimum plant establishment. | |
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| <p>Establishing ornamental and environmental horticultural areas</p> <p>How a site operates</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of keeping a site clear and clean • implications of exceeding optimum time on cleaning • implications for the relationship with client/customer, public and other colleagues. <p>Techniques (including offsetting, triangulation, electronic plotting) used to set out (including straight lines, curves, circles) an ornamental and environmental horticultural area</p> <ul style="list-style-type: none"> • how the techniques are applied accurately, safely and effectively including processes involved, equipment required, information and data required • suitability of techniques for different environments and landscape features. <p>Utilities that may be located in the environment</p> <ul style="list-style-type: none"> • how they affect establishment plans and activities • information that can be used to locate them • legal requirements. | |
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| <p>Common weeds that can have an adverse effect on plant establishment</p> <ul style="list-style-type: none"> • their characteristics and morphology and how these are used to identify species • method of spread • implications for the growing environment and plant establishment activities. <p>Methods of vegetation management including tolerance, hand, chemical and mechanical clearance, livestock grazing heat and cold treatment</p> <ul style="list-style-type: none"> • legal implications of their use • their suitability for different sites and purposes when establishing ornamental and environmental horticultural areas. <p>Considerations for planting (space, depth, orientation, soil, environment, condition and format and quality of stock) of plants (including annual, herbaceous, perennial, shrubs) and trees</p> <ul style="list-style-type: none"> • sourcing of plants • plant stock type and production method • the processes and techniques to be applied when planting • how they differ in relation to the environment and different plants. <p>Processes involved in direct sowing annual and perennial mixes.</p> <p>Different establishment methods (including seed, turf) for grass areas and benefits and limitations of each.</p> | |
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| <p>Types of aftercare (nutrition, irrigation, protection) required to support plant and turf establishment until they gain independence in the landscape.</p> <p>The different types of turf surfaces</p> <ul style="list-style-type: none"> • different uses for turf surfaces • suitability of grass mixes to achieve objectives. <p>Techniques (manual and mechanical) used to sow grass seeds</p> <ul style="list-style-type: none"> • benefits and limitations • their suitability for different purposes • types of equipment and materials required. <p>Techniques used to establish areas of grass by turf</p> <ul style="list-style-type: none"> • processes to be followed • types of equipment and materials required. <p>Plant health</p> <p>Quality characteristics of healthy plants (including vigour, form, balance, root condition, soil condition, turgidity)</p> <ul style="list-style-type: none"> • methods used to identify the characteristics (e.g. observation, records) • how quality affects planting decisions. <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when establishing ornamental and environmental horticultural areas.</p> | |
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| <p>Typical pests (e.g. invertebrates, vertebrates) and diseases (fungal, viral, bacterial) in ornamental and environmental horticulture areas</p> <ul style="list-style-type: none"> • indicators of their existence • how they enter horticultural areas • implications of their existence to establishing ornamental and environmental horticultural areas • control methods that can be used (including tolerance, cultural control, biological controls, chemical controls) and how these are applied • factors (including Integrated Pest Management Systems, impact on non-target species and the environment) that affect decisions about the use of control methods. <p>Typical plant disorders (e.g. wilting, distortion) resulting from poor planting and aftercare and how to mitigate for these.</p> <p>Techniques used to monitor the establishment of plants, trees and turf in ornamental and environmental horticultural areas against design specification</p> <ul style="list-style-type: none"> • methods used to mitigate for problems and issues identified <p>Business</p> <p>The principles of project management (including purpose and scope of the project, milestones and timescales, supply chain, people management, resources, budgeting)</p> <ul style="list-style-type: none"> • their application when planning | |
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| <p>the establishment of ornamental and environmental horticultural areas.</p> <p>Site management considerations including planning, allocating tasks, monitoring, setting timescales, checking quality, monitoring health and safety, teamwork, employment rights and responsibilities</p> <ul style="list-style-type: none"> • how they are applied when managing the establishment of ornamental and environmental horticultural areas. <p>Communication</p> <p>Types of plans of ornamental and environmental horticultural areas (including drawings, sketches, digital plans)</p> <ul style="list-style-type: none"> • symbols and conventions to be applied • suitability of different types for different audiences and purposes. <p>Health and Safety</p> <p>Typical hazards associated with the establishment of ornamental and environmental horticultural areas and control measures used to minimise associated risks.</p> <p>Types of PPE available for the establishment of ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • their purpose • implications for poor use. <p>Tools, equipment and machinery</p> <p>Tools (e.g. spade, trowel), equipment (e.g. wheelbarrow, hoses) and</p> | |
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| <p>machinery (rotary cultivator, tractor) required for establishing ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • their characteristics and purposes • how they are operated and used accurately, efficiently and safely • how they are maintained including cleaning and storage • their suitability (including limitations) for different tasks involved in establishing ornamental and environmental horticultural areas. | |
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Performance Outcome 2: Maintain ornamental and environmental horticultural areas

| Knowledge | Skills |
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| <p>Ornamental and environmental horticultural areas</p> <p>Types of ornamental and environmental horticultural areas (including public, amenity, botanical, heritage, private)</p> <ul style="list-style-type: none"> • their characteristics • their purposes e.g. promote and support wellbeing, conservation, economic • similarities and differences • how the type of ornamental and environmental horticultural area affects maintenance requirements. <p>The characteristics of a site (including drainage, aspect, topography, exposure and situation (D.A.T.E.S.)) and its microclimates including</p> <ul style="list-style-type: none"> • information required to determine characteristics and sources used to acquire the information e.g. observation, maps and plans • implications of site characteristics when maintaining ornamental and environmental horticultural areas for different situations e.g. for different types of ornamental and environment horticultural areas, for different microclimates. <p>Types of common landscaping features including hard (horizontal (e.g. paving, paths), vertical (e.g. walls, fencing), structures) and soft (including planting beds, turf, trees, shrubs, rock gardens,</p> | <p>Apply mulch to an area.</p> <p>Mow an area of turf in straight lines using a rotary mower.</p> <p>Improve the health of the turf surface mechanically e.g. aerate, scarify.</p> <p>Irrigate plants with a hose.</p> <p>Prune a hedge with a hedge trimmer.</p> <p>Make a clean cut with secateurs.</p> <p>Make a clean cut with pruning shears.</p> <p>Prune a plant to encourage winter stem colour.</p> <p>Prune a plant to maintain its natural form.</p> <p>Remove annual weeds by hoeing.</p> <p>Remove perennial weeds by digging.</p> <p>Assess the health of plants.</p> <p>Assess risks to plant health e.g. pests, environmental conditions.</p> <p>Assess maintenance requirements for hard and soft landscaping features in a given area.</p> <p>Identify discrete steps involved in completing a complex task.</p> <p>Sequence and prioritise steps.</p> <p>Allocate resources (time, equipment, materials) to steps.</p> <p>Optimise work processes.</p> <p>Manage own time to meet objectives.</p> |

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| <p>water features)</p> <ul style="list-style-type: none"> • their purposes • different types • implications for maintenance of ornamental and environmental horticultural areas. <p>Environmental</p> <p>The potential sources of negative impacts of maintaining ornamental and environmental horticultural areas including on flora, fauna, habitats (including human)</p> <ul style="list-style-type: none"> • environmental protection measures used to minimise and mitigate for negative impacts when planning and carrying out maintenance activities • measures used to maximise positive impacts e.g. wildlife gardening, encouraging biodiversity, composting. <p>Factors (e.g. objectives for horticultural area, business values, biosecurity) that influence sourcing of materials used for maintenance of ornamental and horticultural areas</p> <ul style="list-style-type: none"> • how provenance of materials is verified. <p>Plant species protected by legislation</p> <ul style="list-style-type: none"> • the potential impact of maintaining ornamental and environmental horticultural areas on protected species • how to mitigate for negative impacts of maintaining ornamental and environmental horticultural areas on protected | |
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| <p>species</p> <ul style="list-style-type: none"> • actions required when protected species are identified, including reporting procedures. <p>Types of invasive plant species established by legislation that can be encountered when maintaining ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment • implications of finding invasive species in an environment to maintenance of ornamental and environmental horticultural areas • how to mitigate for invasive species in an environment when maintaining ornamental and environmental horticultural areas. <p>Plant identification and classification</p> <p>Plant classification (including families, genera, species, varieties, cultivars, both botanical and legal)</p> <ul style="list-style-type: none"> • the format for scientific names according to the international code of nomenclature • characteristics and morphology that can be used to classify plants • the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants • implications for inaccurate classification and use of scientific names when maintaining ornamental and environmental | |
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| <p>horticultural areas.</p> <p>Types of plants including monoecious, dioecious, evergreen, deciduous, hardy, tender, annuals, biennials, perennials, herbaceous, shrubs, trees, climbers</p> <ul style="list-style-type: none"> • their key characteristics including physical characteristics, lifecycle • implications for their maintenance in ornamental and environmental horticultural areas. <p>Plant Growth and Development</p> <p>The physical structure of plants (including roots, stems, leaves, flowers, buds, bulbs, tubers, fruit, seeds)</p> <ul style="list-style-type: none"> • their functions • their morphology. <p>Physical processes involved in plant growth</p> <ul style="list-style-type: none"> • including photosynthesis, respiration and transpiration • how these affect plant growth and development • how maintenance activities affect physical processes. <p>Environmental factors which affect plant growth</p> <ul style="list-style-type: none"> • including microclimate, light, irrigation, nutrients, site specific (including boggy, marginal, aquatic, dry, sunny, shady, sheltered, exposed, frost pockets) • issues arising in plant establishment and growth as a result of sub-optimal growing environments | |
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- how these issues are identified
- techniques used to remedy these issues and how these are incorporated into maintenance planning.

Soils

Soil types (including loams, clays, silts, sands, organics) and their textures

- their characteristics (including pH, nutrient availability and cation exchange, drainage and water holding capacity, organic matter and living organisms in the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons)
- techniques used to take a soil sample including the W method
- techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit, a feel test
- how soil characteristics affect plant health.

Soil enhancement methods including but not limited to mulching

- different types of mulches, their properties, benefits and limitations of use
- how they are used to enhance soil condition and maintain plant health
- their suitability for use with different soils in different seasons.

Maintaining ornamental and environmental horticultural areas

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| <p>Types of maintenance e.g. planned, reactive and their suitability for different situations and environments</p> <ul style="list-style-type: none"> • the purpose of planned maintenance • the content and formats of planned maintenance programmes • documentation required for maintenance and verification of maintenance activities • types of actions required when issues are identified and implications to the environment and the business. <p>Types of maintenance activities including for</p> <ul style="list-style-type: none"> • turf (including mowing, scarification, aeration, repair) • trees and shrubs (including pruning) to meet specific objectives e.g. winter colour, safety • plants (including feeding, irrigation) • hard landscaping (e.g. painting, repairs to fencing) • the purpose of the activities e.g. aesthetics, to support establishment and growth • times when activities should be undertaken for different types of features in different types of ornamental and environmental horticultural areas • how planned maintenance activities differ for low | |
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| <p>maintenance, limited access, limited resource, high profile areas and different types of ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • typical timeframes to complete maintenance activities. <p>How a site operates</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of keeping a site clear and clean • implications of exceeding optimum time on cleaning • implications for the relationship with client/customer, public and other colleagues. <p>Key signs that unplanned maintenance is required</p> <ul style="list-style-type: none"> • for hard landscaped features e.g. cracked paving, rotting wooden structures • for soft landscaped features e.g. pest damage in turf, sudden death • for trees e.g. branches on the ground, fungi in trunks. <p>The purposes of tree and shrub pruning activities including the removal of dead, diseased, damaged, dangerous and displaced materials, ornamental concerns, formative, to support production of flowers and fruit</p> | |
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- the different pruning requirements and correct pruning times of various common plants
- techniques used for different purposes including hedge cutting, coppicing, pollarding, formative, pruning to natural shape, ornamental specimen
- tools required to carry out pruning activities (including secateurs, loppers, saws) their suitability, use and safety implications.

Common weeds that can have an adverse effect on the maintenance of ornamental and environmental horticultural areas

- their characteristics and morphology and how these are used to identify species
- method of spread
- implications for the growing environment.

Methods of vegetation management including tolerance, hand, chemical and mechanical clearance, livestock grazing, heat and cold treatment

- legal implications of their use
- their suitability for different sites and purposes.

The different types of turf surfaces

- different uses for turf surfaces
- maintenance requirements of different turf species.

Nutritional requirements of different types of plants

- nutrients available on a site e.g. from soil
- sources of nutrient supplements
- how to determine the correct number of nutritional supplements required
- implications of over and underfeeding.

Different types of irrigation e.g. natural, hoses, sprinklers

- irrigation requirements of different types of plants and suitability of sources to plants
- how to apply the use of irrigation equipment without causing harm or damage to the plants and their environments
- implications of inappropriate irrigation including over watering.

Types of protection required by plants and trees including protection against pests, weeds and climate

- the suitability for different types of plants in different locations and seasons.

Techniques used for the maintenance of hard structures including paving, ditches, paths, steps, walls, fences.

Plant health

Quality characteristics of healthy plants (including vigour, form, balance, root condition, soil condition, turgidity)

- methods used to identify the characteristics (e.g. observation, records)
- how quality affects maintenance

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| <p>decisions.</p> <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when carrying out maintenance of ornamental and environmental horticultural areas.</p> <p>Typical pests (e.g. invertebrates, vertebrates), diseases (fungal, viral, bacterial) and disorders (e.g. frost damage, fasciation) in ornamental and environmental horticulture areas</p> <ul style="list-style-type: none"> • indicators of their existence • how they enter horticultural areas • implications of their existence to maintaining ornamental and environmental horticultural areas • control methods that can be used (including tolerance, cultural control, biological controls, chemical controls) and how these are applied • factors (including Integrated Pest Management Systems, impact on non-target species and the environment) that affect decisions about the use of control methods. <p>Causes of failure in trees including branch failure, uprooting, summer branch drop</p> <ul style="list-style-type: none"> • indicators of failure • environmental considerations • actions to be taken • health and safety issues arising from failure. | |
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| <p>Business</p> <p>Site management considerations including planning, allocating tasks, monitoring, setting timescales, checking quality, monitoring health and safety, teamwork, employment rights and responsibilities</p> <ul style="list-style-type: none"> • how they are applied when maintaining ornamental and environmental horticultural areas. <p>Factors considered in the development of budgets for maintenance programmes including maintenance options (e.g. low maintenance, high maintenance), business objectives and values, type, purpose and characteristics of ornamental and environmental horticultural area, resources required (human, time, materials, equipment) and available</p> <ul style="list-style-type: none"> • the implications of budgets to maintenance activities • cost implications of decision-making. <p>Communication</p> <p>Types of plans of ornamental and environmental horticultural areas (including drawings, sketches, digital plans)</p> <ul style="list-style-type: none"> • symbols and conventions to be applied • suitability of different types for different audiences and purposes. <p>Health and safety</p> <p>Typical hazards associated with the maintenance of ornamental and environmental horticultural areas and</p> | |
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| <p>control measures used to minimise associated risks.</p> <p>Types of PPE available for the maintenance of ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • their purpose • implications for poor use. <p>Tools, equipment and machinery</p> <p>Tools, equipment, and machinery required for establishing ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • their characteristics and purposes • how they are operated and used accurately, efficiently and safely • how they are maintained including cleaning and storage • their suitability (including limitations) for different tasks involved in maintain ornamental and environmental horticultural areas. | |
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Performance Outcome 3: Install landscape features

| Knowledge | Skills |
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| <p>Ornamental and environmental horticultural areas</p> <p>Types of ornamental and environmental horticultural areas (including public, amenity, botanical, heritage, private)</p> <ul style="list-style-type: none"> • their characteristics • their purposes • similarities and differences • the use of hard landscaping features in the area. <p>The characteristics of a site (including drainage, aspect, topography, exposure and situation (D.A.T.E.S).) and its microclimates including</p> <ul style="list-style-type: none"> • information required to determine characteristics and sources used to acquire the information e.g. observation, maps and plans • implications of site characteristics to the installation of hard landscaping features. <p>Types of common landscaping features including hard (horizontal (e.g. paving, paths), vertical (e.g. walls, fencing), structures) and soft (including planting beds, turf, trees, shrubs, rock gardens, water features)</p> <ul style="list-style-type: none"> • their purposes • different types • implications for installing hard landscaping features. <p>Types of water environments (e.g. ponds, streams)</p> | <p>Apply health and safety controls to activities.</p> <p>Apply appropriate posture when completing activities.</p> <p>Interpret plans to locate existing features and services e.g. gas, water electricity.</p> <p>Assess existing landscape features, faults and challenges for development.</p> <p>Adapt drawings to reflect actual features and dimensions of a site.</p> <p>Estimate resources required (including time, people, equipment, materials) to complete installation project.</p> <p>Calculate the volumes of materials required for the installation.</p> <p>Instruct others on health and safety practices required for completion of installation project.</p> <p>Allocate resources (including time, people, equipment, materials) to installation tasks.</p> <p>Assess the project for potential risks of realisation.</p> <p>Dynamically assess site for health and safety risks.</p> <p>Use a range of senses (hear, feel, see) whilst excavating to identify when close to utilities and adapt approach when close to utilities.</p> <p>Measure lines, curves and areas on a site.</p> |

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| <ul style="list-style-type: none"> • their function in different ornamental and environmental horticultural areas • their construction • implications for installation of hard landscape features. <p>Environmental</p> <p>The positive and negative impacts of installing hard landscaping features including on flora, fauna, habitats (including human)</p> <ul style="list-style-type: none"> • measures used to minimise and mitigate for negative impacts • measures used to maximise positive impacts. <p>Factors (e.g. objectives for horticultural area, business values, biosecurity) that influence sourcing of materials used for the installation of hard landscaping features</p> <ul style="list-style-type: none"> • how provenance of materials is verified. <p>Plant species protected by legislation</p> <ul style="list-style-type: none"> • the potential impact of installing hard landscape features on protected species • how to mitigate for negative impacts of installing hard landscape features on protected species • actions required when protected species are identified. <p>Plant identification and classification</p> <p>Plant classification (including families, genera, species, varieties, cultivars, both botanical and legal)</p> | <p>Set out installation requirements from information in a construction drawing.</p> <p>Use levelling tools to set out depths, falls and position of features.</p> <p>Compact sub-base / foundation.</p> <p>Dig site area using tools.</p> <p>Apply shovelling techniques e.g. to excavate, to prepare mixes.</p> <p>Confirm alignment of masonry and wood products by sight.</p> <p>Apply mortar to masonry materials.</p> <p>Lay masonry materials to specified configurations.</p> <p>Tap / tamp masonry materials to achieve levels.</p> <p>Point gaps between masonry materials.</p> <p>Mark masonry materials with scribing tools.</p> <p>Cut masonry materials using hand and power tools.</p> <p>Apply manual handling techniques when carrying masonry materials.</p> <p>Remove concrete and debris using hand tools e.g. hammer, bolster.</p> <p>Mix materials (e.g. aggregates, cement, water) for application.</p> <p>Secure timber-based materials for permanent fixing.</p> <p>Cut timber-based materials using hand and power tools.</p> <p>Join timber-based materials with temporary and permanent fixings using hand and power tools.</p> |
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| <ul style="list-style-type: none"> • the format for scientific names according to the international code of nomenclature • characteristics and morphology that can be used to classify plants • the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) used to identify plants • implications for inaccurate classification and use of scientific names when installing hard landscape features. <p>Plant growth and development</p> <p>The physical structure of plants (including roots, stems, leaves, flowers, buds, bulbs, tubers, fruit, seeds)</p> <ul style="list-style-type: none"> • their functions • their morphology. <p>Physical processes involved in plant growth</p> <ul style="list-style-type: none"> • including photosynthesis, respiration and transpiration • how these affect plant growth and development • how hard landscapes affects physical processes and implications for their installation and installation activities. <p>Biosecurity measures (including inspection, monitoring, regulation, plant passports, quarantine) and their application when installing hard landscape features in ornamental and environmental horticultural areas.</p> | <p>Apply coatings to timber-based or masonry materials.</p> <p>Clean tools.</p> <p>Prepare tools for use.</p> <p>Prepare working environment for installation of hard landscape feature(s).</p> <p>Inspect quality of materials e.g. timber-based products, masonry.</p> <p>Apply protection to the environment surrounding the installation.</p> <p>Maintain a clean and safe working environment.</p> <p>Represent information and data using mathematical diagrams e.g. maps.</p> <p>Cost an installation project.</p> <p>Apply precise and controlled movements with appropriate application of force.</p> |
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| <p>Soils</p> <p>Soil types (including loams, clays, silts, sands, organics) and their textures</p> <ul style="list-style-type: none"> • their characteristics • how soil characteristics affect installation of hard landscape features. <p>Site environment</p> <p>How a site operates</p> <ul style="list-style-type: none"> • private and public realm considerations • logistics of transportation, access, delivery, storage, utilities, signage and use of people, materials and equipment • the importance of keeping a site clear and clean <ul style="list-style-type: none"> ○ implications of exceeding optimum time on cleaning ○ implications for the relationship with client/customer, public and other colleagues. <p>Site management considerations including planning, allocating tasks, monitoring, setting timescales, checking quality, monitoring health and safety, teamwork</p> <ul style="list-style-type: none"> • how they are applied when managing the delivery of an installation project. <p>Existing site features including soft landscaping, hard landscaping, utilities, soil condition, drainage, levels of maintenance</p> <ul style="list-style-type: none"> • how to assess levels of damage | |
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| <ul style="list-style-type: none"> • associated risks • implications for installation of hard landscape features. <p>The use of soft landscape features to provide architectural structure to the landscape including hedges, standards, topiary, avenues, lawns, screens, ha-ha's, focal points.</p> <p>Utilities likely to be encountered when installing landscape features</p> <ul style="list-style-type: none"> • the utilities required for installation and how they are located • utilities avoidance techniques including chamber inspections, ground exploration with hand tools. <p>Protection of the site environment when installing landscape features including protection of plants, trees, growing media, building fabric</p> <ul style="list-style-type: none"> • including those elements already in place and those that will be introduced to the landscape • techniques to be applied e.g. protecting existing tree root zones, avoiding soil turning to mud, shielding paths from vehicle damage, 'heeling in' plants awaiting their final planting location • how techniques are applied including the effective and efficient use of tools, equipment, machinery and materials. <p>Hard landscape installation</p> | |
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| <p>Different types of excavation (including single digging, double digging, trenches, foundations, tree pits)</p> <ul style="list-style-type: none"> • their function • their suitability for achieving specified outcomes. <p>Different types of surface treatments for ground level construction (including patios, paths, loose aggregates, concrete, cold asphalt, edging, paving, decking, land formation)</p> <ul style="list-style-type: none"> • their suitability for varying locations • implications for installation of new hard landscape features • requirements to make good following installation of new landscape features. <p>Different types of vertical level construction including posts, fences, walls, steps, pergolas, planters, gazebos, seating)</p> <ul style="list-style-type: none"> • their purpose • techniques for their effective implementation into landscapes • implications for installation of new hard landscape features • requirements to make good following installation of new landscape features. <p>Different types of cutting techniques for different types of materials (including wood, masonry, metal)</p> <ul style="list-style-type: none"> • the tools and equipment (including abrasive wheels) | |
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| <p>required for carrying out the techniques</p> <ul style="list-style-type: none"> • how to operate tools and equipment safely and effectively to achieve required outcomes. <p>Different joining methods for wood, metal, stone and concrete structures</p> <ul style="list-style-type: none"> • their effectiveness in differing environmental situations • the associated bonding materials (including adhesives, mortar, nails, screws) • mix ratios and consistencies for mortar and concrete required to achieve specific requirements • how they are mixed • techniques for application of joining methods for horizontal and vertical surfaces • the tools and equipment required for carrying out the techniques • how to operate tools and equipment safely and effectively to achieve required outcomes. <p>Irrigation equipment used to water plants and create features</p> <ul style="list-style-type: none"> • techniques for installation of irrigation equipment. <p>Information and data</p> <p>Information and data required for installation activities</p> <ul style="list-style-type: none"> • risk assessments and method statements, typical formats and content, implications for use and non-compliance | |
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- symbols, conventions and terminology associated with digitally produced garden designs to aid interpretation and implementation
- the content of manufacturers specifications for tools, equipment and materials and implications for failing to follow instructions and guidance.

Health and safety

Safety hazards associated with working in landscaped environments, including the controls (including PPE) that need to be in place to maintain the safety of self, colleagues and visitors to the site.

Principles of posture and body mechanics and their application for safe and efficient installation of landscape features.

Business

The principles of project management (including purpose and scope of the project, milestones and timescales, supply chain, people management, resources, budgeting)

- their application when planning the installation of hard landscaping features.

Measurement

Standard units of measurement.

Techniques for marking and setting out design requirements, including the use of mathematical rules and formulae.

Tools equipment and materials

Types of tools, equipment and materials used for measuring, marking out,

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| <p>cutting, joining, levelling, shaping, installing, soil excavations, surveying and assembling landscape features</p> <ul style="list-style-type: none"> • their characteristics, purpose and suitability for tasks • operation and handling requirements. <p>Storage facilities required for different tools, equipment and materials</p> <ul style="list-style-type: none"> • security requirements for valuable and dangerous tools, equipment and materials • protection of valuable and dangerous tools, equipment and materials • implications of poor storage. <p>Maintenance of tools equipment and machinery</p> <ul style="list-style-type: none"> • methods of maintenance including cleaning, calibration, sharpening, greasing • implications for poor maintenance to individuals, the landscape and installation tasks. <p>Movement and transfer tools, equipment and materials across varied terrains and heights</p> <ul style="list-style-type: none"> • techniques to be applied and their suitability • equipment required and their suitability • implications for inappropriate decisions. | |
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Performance Outcome 4: Manage existing designed landscapes

| Knowledge | Skills |
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| <p>Designed Landscapes</p> <p>Types of designed landscapes (including public, amenity, botanical, heritage, private)</p> <ul style="list-style-type: none"> • their characteristics • their purposes • benefits and limitations (including environmental, health and wellbeing, society and community, economic (e.g. employment, GDP)). <p>The ideological characteristics of a designed landscape</p> <ul style="list-style-type: none"> • spirit of place/local distinctiveness (e.g. aesthetic scheme, heritage styles) and what makes the site unique • the relationship (including conflicts) between spirit of place / local distinctiveness and functionality, economics and specific objectives of a designed landscape • how this relationship influences the management of existing designed landscapes. <p>The relationship between common landscaping features and the spirit of place/local distinctiveness of a site</p> <ul style="list-style-type: none"> • different types of features including historical • their purposes of the features in the landscape • the suitability of existing and | <p>Define the spirit of place of an area.</p> <p>Assess the management requirements of a horticultural area in a designed landscape.</p> <p>Create texts e.g. a management plan.</p> <p>Present information orally.</p> <p>Plan the management of a designed landscape.</p> <p>Schedule work for an operational plan.</p> <p>Interpret a designed landscape plan.</p> <p>Convey technical information to different audiences e.g. staff, members of the public.</p> <p>Summarise information and ideas.</p> <p>Synthesise information e.g. from different site assessment techniques.</p> <p>Assess the environmental impact of a proposed horticultural activity on a given site.</p> <p>Propagate plants by seed in pots and two different cutting techniques</p> <ul style="list-style-type: none"> • fluff growing media • fill containers • firm growing media in containers • sow seeds • cover seeds • prick out seedlings • collect cutting material • prepare cuttings • insert cuttings. |

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| <p>proposed features for different types of designed landscapes.</p> <p>Factors which influence the management of designed landscapes</p> <ul style="list-style-type: none"> • legal status and protected status of landscape features e.g. buildings, trees • functionality of the designed landscape e.g. visitor requirements, accessibility • aims and objectives of the space e.g. sustainability, environmental improvement, social wellbeing • maintenance requirements and financial and resource implications • the opportunities and challenges these present for the development of designed landscapes. <p>Management considerations</p> <ul style="list-style-type: none"> • the maintenance (e.g. replacement of planting schemes, expansion of paths) of an area that supports medium and long-term development • factors that need to be taken into account (e.g. site and situation, public access and wildlife, style and maturity of planting) • the implications for management activities and how these are managed • resources (human, financial, physical) required for development and sustainability including ongoing maintenance | <p>Pot on plants, inserting plants into pots and backfilling growing media.</p> <ul style="list-style-type: none"> • insert plant into pot • backfill growing media. <p>Apply advanced pruning to meet specified objectives.</p> <p>Prune a trained form of shrub or tree.</p> <p>Assess suitability of provided information and data.</p> <p>Create digital media to enhance work.</p> <p>Make effective use of personal space.</p> <p>Assess a situation for potential adverse effects.</p> <p>Apply precise and controlled movements with delicacy.</p> <p>Apply a logical approach to resolving issues / problems.</p> |
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- factors that affect long term planning (e.g. climate, funding, unexpected findings and short-term planning (e.g. weather, breakages, staffing) and their impact on implementation of management plans
- timescales involved in operational implementation of a plan
- techniques (including the use of digital software) used to monitor and evaluate progress of the management plan.

Environmental

The potential positive and negative impacts of managing existing designed landscapes including on flora, fauna, habitats (including human)

- the purpose and content of environmental risk assessments and how they are conducted
- how management of the landscape can be used to maximise the positive and the mitigate for the negative impacts.

Factors (e.g. objectives for horticultural area, business values, biosecurity) that influence sourcing of plants and related materials for differing designed landscapes

- how provenance of plants and related materials are verified
- the economic, environmental and social importance of responsible plant sourcing.

Plant species protected by legislation

- the potential impact of developing

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| <p>existing designed landscapes on protected species</p> <ul style="list-style-type: none"> • how to mitigate for negative impacts when managing existing designed landscapes on protected species • actions required when protected species are identified. <p>Types of invasive plant species established by legislation that can be encountered when managing existing designed landscapes</p> <ul style="list-style-type: none"> • characteristics that enable identification in an environment • implications of finding invasive species in an environment to the management of existing designed landscapes • how to mitigate for invasive species in an environment when managing existing designed landscapes. <p>Plant identification and classification</p> <p>Plant classification (including families, genera, species, varieties, cultivars, both botanical and legal) relating to existing designed landscapes for different purposes</p> <ul style="list-style-type: none"> • the format for scientific names according to the international code of nomenclature • characteristics and morphology that can be used to classify plants • the techniques (e.g. observation, botanical keys) and information sources (e.g. internet and books) | |
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| <p>used to identify plants</p> <ul style="list-style-type: none"> • implications for inaccurate classification and use of scientific names • the purpose and uses of plant records. <p>Types of plants including monoecious, dioecious, evergreen, deciduous, hardy, tender, annuals, biennials, perennials, herbaceous, shrubs, trees, climbers</p> <ul style="list-style-type: none"> • their key characteristics including physical characteristics, lifecycle • their contribution to existing designed landscapes • implications for inclusion when managing existing designed landscapes. <p>Plant Growth and Development</p> <p>The physical structure of plants (including roots, stems, leaves, flowers, buds, bulbs, tubers, fruit, seeds)</p> <ul style="list-style-type: none"> • their functions • their morphology. <p>Physical processes involved in plant growth</p> <ul style="list-style-type: none"> • including germination, pollination, seed dispersal, photosynthesis, respiration and transpiration • how these affect plant establishment and growth in existing designed landscapes. <p>Environmental factors which affect plant growth in existing designed landscapes</p> <ul style="list-style-type: none"> • including microclimate, light, irrigation, nutrients, site specific (including boggy, marginal, | |
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| <p>aquatic, dry, sunny, shady, sheltered, exposed, frost pockets)</p> <ul style="list-style-type: none"> • the manipulation of microclimates when developing existing designed landscapes (e.g. improving drainage, adding windbreaks) • issues arising in plant establishment and growth as a result of sub-optimal growing environments • how these issues are identified • techniques used to remedy these issues. <p>Soils and Growing media</p> <p>Different types of growing media including peat, coir, composted bark, loam, green waste, vermiculite, perlite)</p> <ul style="list-style-type: none"> • their characteristics and properties • their suitability for use in different situations when developing existing designed landscapes • their suitability for use in the propagation of plants when managing existing designed landscapes • their implications for the environment. <p>Soil types (including loams, clays, silts, sands, organics) and their textures</p> <ul style="list-style-type: none"> • their characteristics (including pH, nutrient availability and cation exchange, drainage and water holding capacity, organic matter and living organisms in | |
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| <p>the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons)</p> <ul style="list-style-type: none"> • how soil characteristics affect suitability for different types of plants in different types of designed landscapes • how previous land use affects characteristics. <p>Soil amelioration methods (e.g. liming, use of hydrogels and mycorrhizae)</p> <ul style="list-style-type: none"> • how they are used for structure remediation • how they are used for pH remediation • their suitability for the soil and optimum plant establishment. <p>Plant propagation for collections management</p> <p>The conditions and environments required for plant propagation</p> <ul style="list-style-type: none"> • types of facilities including polytunnels, glasshouses and cold frames, outdoors, their characteristics, benefits and limitations for different purposes • conditions required for plant propagation (including light, sterility, humidity, irrigation, heat, ventilation) • techniques and equipment used to monitor and adapt conditions to manipulate growth in protected environments. <p>Propagation by seed</p> | |
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| <ul style="list-style-type: none"> • the suitability of seed propagation for a range of plants • timings of propagation by seed including seasons and germination times • seed treatments (e.g. stratification, scarification), their purpose, their suitability for different seeds, their application • techniques for sowing seeds (including small, medium and large seed) in containers and their application • aftercare requirements for sown seeds for different types of seeds (including mist benches, irrigation) to support germination and their application. <p>Propagation by vegetative means</p> <ul style="list-style-type: none"> • techniques for different vegetative propagation methods (including cuttings (including soft tip, semi-ripe, leaf, hardwood), ground layering, grafting, division) • the suitability of the types of vegetative propagation for a range of plants • timings of propagation by vegetative means including appropriate time of year and rooting periods • types of propagation material and factors that influence the selection including maturity and provenance | |
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| <ul style="list-style-type: none"> • aftercare requirements of vegetative propagation (e.g. fogging units, heat application) <p>Plant propagation plans</p> <ul style="list-style-type: none"> • quantities required to meet management objectives • scheduling of activities including sequencing, timing, prioritisation • resource requirements e.g. space, equipment • legal framework around plant production including plant breeders' rights and restrictions on propagation of wild sourced plants. <p>Process for growing on plants in a production environment</p> <ul style="list-style-type: none"> • including potting on, irrigation and feeding • techniques for potting on including manual, machine-based • techniques for irrigation e.g. hose, overhead • techniques for feeding in a plant production environment e.g. dosing pump • tools, equipment and materials required • the suitability of techniques to meet different management objectives. <p>Advanced pruning</p> <p>Objectives to be achieved by advanced pruning including space, style,</p> | |
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| <p>functionality, form, propagation, seasonal interest</p> <ul style="list-style-type: none"> • suitability of different plants for advanced pruning • plant responses to pruning events e.g. apical dominance, compartmentalisation • advanced techniques for creating an ornamental specimen, fruit in trees and bushes, winter colour, topiary, a specified foliage size and inclusion in a planting scheme and how these are applied • advanced techniques for manipulating, clinging, self-supporting climbing plants and well-trained shrubs including support techniques • how techniques are applied safely and effectively. <p>Aquatic and marginal areas</p> <p>Types of water features and aquatic environments and their use in different landscape contexts</p> <ul style="list-style-type: none"> • types of planting areas in aquatic environments e.g. marginal, bog and their suitability for different types of plants • management requirements of aquatic features including seasonal maintenance, water quality, safety and aesthetics, plants • the risk to aquatic environments from horticultural operations. <p>Health and safety</p> | |
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| <p>Typical hazards associated with the management of designed landscapes ornamental and environmental horticultural areas and control measures used to minimise associated risks.</p> <p>Types of PPE available for the management of established designed landscapes of ornamental and environmental horticultural areas</p> <ul style="list-style-type: none"> • their purpose • implications for poor use. <p>Tools, equipment and machinery</p> <p>Tools (e.g. secateurs, pruning saw), equipment (e.g. mist units) and machinery (tractors, computers) required for the development of established designed landscapes</p> <ul style="list-style-type: none"> • their characteristics and purposes • how they are operated and used accurately, efficiently and safely • how they are maintained including cleaning and storage • their suitability (including limitations) for different tasks involved in managing ornamental and environmental horticultural areas. | |
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Occupational Specialism: Tree and woodland management and maintenance

Performance Outcome 1: Grow trees and woodlands

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with growing trees and woodlands (e.g. soil and water borne diseases) and control measures to be put in place to mitigate these risks.</p> <p>Environment</p> <p>Characteristics of ecosystems found in different landscapes (e.g. parks, woodland)</p> <ul style="list-style-type: none"> the contribution made by trees to ecosystems and habitats including ecosystems services the role of trees, wood and woodlands in the carbon, water and nutrient cycles how ecosystems affect tree planting decisions. <p>The health, environmental and economic benefits and limitations of trees, woodland and forests</p> <ul style="list-style-type: none"> how benefits are increased how limitations are minimised products and uses e.g. timber, recreation and learning how benefits and limitations affect tree planting decisions. <p>Business</p> | <p>Sow seeds.</p> <p>Take cuttings.</p> <p>Prepare cuttings for propagation.</p> <p>Graft trees.</p> <p>Bud trees.</p> <p>Pot plants.</p> <p>Spray materials onto tree stocks.</p> <p>Obtain information on sources of tree stocks from different information sources.</p> <p>Clear sites for tree growth operations using hand tools and mechanical equipment.</p> <p>Take a soil sample.</p> <p>Assess soil type and condition.</p> <p>Prepare soils and growing media for tree planting.</p> <p>Assess condition of tree stock.</p> <p>Dig planting pits.</p> <p>Position tree to planting plan and planting line.</p> <p>Apply tree protection materials e.g. mulch.</p> <p>Apply tree supports.</p> <p>Measure quantities of materials with precision.</p> <p>Convey technical information to different audiences.</p> |

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| <p>Similarities and differences in how arboriculture and forestry organisations obtain revenue</p> <ul style="list-style-type: none"> • how arboriculture and forestry organisations maximise revenue generation opportunities. <p>Organisations in the supply chain and their role</p> <ul style="list-style-type: none"> • the role of the marketplace in determining price • the factors that affect price • how this is used to support tree planting decisions. <p>Factors that can affect profitable tree and woodland operations e.g. additional time, increased waste, damage to the environment</p> <ul style="list-style-type: none"> • methods used to minimise negative factors during preparation, operation and post operation. <p>Tools, equipment and materials</p> <p>Types of tools (e.g. grafting knife, spade, clearance saw) materials (e.g. stakes, ties), equipment (e.g. brush cutter, sub-soiler) required for tree planting related operations</p> <ul style="list-style-type: none"> • their characteristics • function • preparation requirements e.g. checks/inspections, adding materials, calibration • operation • suitability for carrying out tasks in different environments | |
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- maintenance and storage requirements to manufactures' requirements.

Tree biology, botany and health

The characteristics of different types of parts of a tree including leaf, bud, flower, seed, reproductive parts, branches, stems, basal flare, root

- their function
- structure
- their role in the tree life cycle
- how they interrelate to support each other
- processes involved in tree development e.g. photosynthesis, respiration, transpiration, reproduction
- implications of tree growth from dysfunction in tree parts and processes.

Plant growth responses e.g. phototropism, gravitropism, thigmotropism, hydrotropism.

Factors affecting plant growth and development including environmental, microclimate, light, water, nutrients

- typical plant responses to these factors.

Tree root growth and morphology and the implications on tree survival and the immediate growing environment.

Abiotic and human causes of ill health and damage to trees

- their symptoms

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| <ul style="list-style-type: none"> • implications for growth and development. <p>Typical pests, (e.g. moths, beetles, aphids, mammals)</p> <ul style="list-style-type: none"> • their characteristics (including life cycle, dispersal) • methods of prevention • implications of pests to tree growth and development • the benefits and limitations of treatment options • monitoring and risks of contagion to other trees and the local environment. <p>Typical pathogens, (e.g. rusts, blotches, bracket fungi, phytophthora), their characteristics (including life cycle, dispersal)</p> <ul style="list-style-type: none"> • implications to tree growth and development • methods of prevention • the benefits and limitations of treatment options • monitoring and risks of contagion to other trees and the local environment. <p>Tests (including soil and foliar sampling) and associated technology (e.g. chlorophyll fluorimeter)</p> <ul style="list-style-type: none"> • samples to be taken • how samples are taken • when samples are taken • why samples are taken | |
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- information provided by samples on ill health.

Key responsibilities under plant health legislation when planting trees.

Tree stocks and Tree Planting

Principles and purpose of nomenclature and taxonomy systems

- position of trees and shrubs within the taxonomy of the wider kingdom
- characteristics and morphology of common tree and shrub families, genera, species and variety at differing life stages
- techniques (including botanical keys) and information sources (e.g. literature, digital technology) to aid correct identification
- the value of using and writing scientific names and implications for improper use
- types and use of tree tags and signs

Different types of propagation including by seed, cuttings, grafting, budding, layering

- how materials (e.g. seed, cutting) are obtained
- the processes involved
- the benefits and limitations of each type
- their suitability for different species and environments
- identifying features of each type used

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| <p>Factors that influence the choice of tree species (including biological, ecological, economic, climate)</p> <ul style="list-style-type: none"> • how they affect decision making for different environments (e.g. urban, parkland, woodland) • how they impact on meeting different management objectives (e.g. timber, amenity, shade, habitat, resilience). <p>Characteristics of different tree planting stock types (e.g. containerised, root ball, whips, plugs) and their suitability for different environments.</p> <p>Characteristics of good quality stock plants (e.g. health, size, root stock)</p> <ul style="list-style-type: none"> • how to grow trees of good health • how these are used to assess the condition of plants and materials against specification. <p>Characteristics of responsible sources for tree stocks including biosecurity measures, sustainable propagation, working practices of labour.</p> <p>Tree planting techniques (e.g. pit, notch, tree spade), including support and protection</p> <ul style="list-style-type: none"> • their suitability for different stock types (e.g. whips, standards, semi mature) and environments (e.g. exposure, vandalism) and purpose (e.g. restocking, afforestation, specimen plants, amenity plantings) • how they are applied including equipment and materials required. <p>Types of aftercare for establishing trees in both forestry and arboriculture</p> | |
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| <p>environments e.g. formative pruning, tie and stake adjustment, pest and disease control</p> <ul style="list-style-type: none"> • how they encourage independence in the landscape, growth and development • their implications for long term tree management, function and wood quality • factors affecting their application (e.g. aspect, stock type) • how they are applied in after tree planting. <p>Tree planting plans in arboriculture and forestry</p> <ul style="list-style-type: none"> • information required from site survey to recommend species, stock, ground preparation, protection, support and aftercare. • specifications for planting stock • design and format of plans and sketches including locations of trees, stock and planting specifications. • marking out of site. <p>Soils and growing media</p> <p>Types of different types of site soils (including loams, clays, silts, sands, organics) and growing media for propagation and tree growth (e.g. peat, peat free, vermiculite)</p> <ul style="list-style-type: none"> • characteristics and properties (including pH, nutrient availability, drainage and water holding capacity, organic matter and living organisms in the soil, colour and | |
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| <p>heat retention, ease of cultivation, existing pollutants, horizons)</p> <ul style="list-style-type: none"> • how soils and growing media are formed • their influence on tree selection and growth • techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit. <p>Techniques for preparing (e.g. drainage, vegetation clearance), cultivating (e.g. ploughing, sub-soiling) protecting (e.g. mulching, erosion prevention) and manipulating (e.g. fertilisation, aeration) soils and growing media for tree growth</p> <ul style="list-style-type: none"> • the suitability of techniques for different soils and growing media, environments and tree species • how they are applied in practice. <p>Woodland management and maintenance</p> <p>Growing trees by artificial and natural regeneration</p> <ul style="list-style-type: none"> • benefits and limitations of each approach to meet different management and site objectives e.g. improving timber quality, timber quantity • factors (e.g. competition, light, shade) that affect successful establishment and how these are used to support management decision-making. <p>Techniques (including soft engineering techniques) used to maintain and repair woodland environments, access routes</p> | |
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| <p>(e.g. paths, gates), assets (e.g. culverts, sluices)</p> <ul style="list-style-type: none"> • how they are applied • equipment and materials required and their suitability to meet sustainable and heritage management. <p>Information</p> <p>Types of information required for growing tree operations including work specifications, tree planting plans, different types of maps (including Ordnance Survey (OS), sketches, computer aided (CAD), Global Information Systems (GIS))</p> <ul style="list-style-type: none"> • their content and format • conventions and symbols • how they are produced • how they are used in planning and carrying out operations. | |
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Performance Outcome 2: Undertake complex felling operations

Students must develop skills to carry out complex felling operations with a chainsaw in a woodland area and with an obstacle for rigging.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with undertaking complex felling operations (e.g. falling debris, power lines), and control measures to be put in place to mitigate these risks.</p> <p>Responsibilities of key roles in felling sites in relation to the FISA Guidance on Managing Health and Safety in Forestry document.</p> <p>Environment</p> <p>Environmental legislation, regulations and codes of practice relating to conservation, plant health, wildlife, pollution and water quality</p> <ul style="list-style-type: none"> relationship between legislation, regulations and codes of practice responsibilities placed on organisations (e.g. Forestry Commission, Environment Agency, local planning authority) by environmental legislation, regulations and codes of practice when planning and carrying out felling activities. <p>The purpose of environmental risk assessments,</p> <ul style="list-style-type: none"> their relationship with other documents e.g. forestry management plan the content of an environmental risk assessment how environmental risk assessments are conducted | <p>Inspect lifting/extraction equipment.</p> <p>Locate trees to be felled from information sources e.g. a map, planting plan.</p> <p>Set out worksite signage and controls (highway & non highway).</p> <p>Prepare tools and machinery for use including hand tools, chainsaw, woodchipper.</p> <p>Clean tools and machinery.</p> <p>Operate tools and equipment on and off ground.</p> <p>Fell medium sized trees (e.g. over 380mm) with assisted felling techniques.</p> <p>Fell trees using aerial rigging techniques.</p> <p>Support aerial tree rigging operations from the ground.</p> <p>Cut wood using step cuts.</p> <p>Cut wood using directional cuts.</p> <p>Cut timber to length.</p> <p>Manually move and stack timber e.g. roll, lift, use of aids.</p> <p>Lift and drag branches.</p> <p>Rake ground to clear debris.</p> <p>Sort timber to product specification.</p> <p>Load a woodchipper.</p> <p>Make good the felling area.</p> |

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| <ul style="list-style-type: none"> the site factors that need to be incorporated into an environmental risk assessment (e.g. terrain, ground conditions, vegetation type, season, weather, proposed operations, management approach) their interrelationships and how they are managed. <p>Business</p> <p>Stakeholders in the supply chain (including land/tree owners, land agents, contractors, subcontractors, Forest Works Manager) and their role</p> <ul style="list-style-type: none"> the role of the marketplace in determining price and the factors that affect price the relationship between price and management decisions (e.g. thinning). <p>Factors that can affect profitable tree and woodland operations e.g. distance to market, timber quality site access, obstacles</p> <ul style="list-style-type: none"> Options available to minimise negative factors during preparation, operation and post operation (tools, equipment, labour). <p>Tools, equipment and machinery</p> <p>Types of tools (e.g. felling bar, wedges), equipment (e.g. Personal Protective Equipment) and machinery (e.g. chainsaws, woodchippers, harvesters, forwarders) required for tree felling, tree work, and woodland work-related operations</p> <ul style="list-style-type: none"> their characteristics function preparation requirements e.g. checks/inspections, adding materials, calibration | <p>Undertake routine biosecurity measures e.g. removing debris and soil from clothing, clean machinery and equipment before leaving a site.</p> <p>Use rules and formulae to determine rigging data.</p> <p>Assess health and safety risks.</p> |
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- operation
- suitability for carrying out tasks in different environments
- maintenance and storage requirements to manufactures requirements.

Tree biology, botany and health

Characteristics of unhealthy or structurally weak trees (including dieback, bulges, slenderness, infection, infestation, cavities, broken branches, compression and tensile forks, fibre buckling, cracks, ribs, hazard beams)

- causes of defects
- implications for tree felling and forest products.

Characteristics of species causing decay in trees (e.g. *Meripilus giganteus*, *Inonotus hispidus*)

- implications for felling operations
- implications for timber use.

Characteristics of defects in timber (e.g. knots, grain)

- and how this affects felling decisions and operations.
- grading of timber
- potential uses of timber of different grades.

Factors affecting the quality of timber (including tree planting and establishment techniques, storage, handling) and how these are optimised to maximise yield and quality.

Preparing for felling operations

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| <p>The principles of site management including,</p> <ul style="list-style-type: none"> • logistics • allocation of resources (time, labour, equipment, materials) • decision-making and problem-solving responsibilities • the role of the Forest Works Manager • activities to be undertaken and their application in both arboriculture and woodland contexts. <p>Types of infrastructure that may be encountered when carrying out tree and woodland operations e.g. roads, power lines, waterways</p> <ul style="list-style-type: none"> • key requirements of related legislation • implications for planning and completing felling operations. <p>Features and designations (e.g. of ancient monuments, archaeological digs) of sites where tree and woodland operations take place including terrain, buildings, ground conditions, climate and microclimate, geology, hydrology, existing tree species, access, timing, habitats and their effect on</p> <ul style="list-style-type: none"> • the preparation for felling operations • the types of felling operations that can be undertaken • successfully meeting objectives. <p>Potential damage to the environment caused by tree and woodland felling operations</p> <ul style="list-style-type: none"> • causes of damage • levels of damage acceptable | |
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- how unacceptable levels can be prevented including techniques, materials and equipment to be used.

Information

Reference sources of information for undertaking tree and woodland work operations including British Standards (e.g. BS3998,), Industry Codes of Practice (ICoPs) (e.g. Safety at Street Works and Road Works: A Code of Practice), AFAG/FISA Guidance (Arboriculture and Forestry Advisory Group/Forest Industry Safety Accord), manufacturers' guidance.

- the information provided
- their status in relation to regulatory and legal requirements.

Types of information required for tree and woodland management and operations including work specifications, tree planting plans, different types of maps (including Ordnance Survey (OS), sketches, computer aided (CAD), Geographic Information System (GIS))

- their content and format
- conventions and symbols
- how they are produced
- how they are used in planning and carrying out operations.

Tree work and felling operations

Tree and woodland operations including:

- clear felling of small trees (e.g. up to 380mm) with hand tools and chainsaws
- clear felling of larger trees (e.g. over 380mm)

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| <ul style="list-style-type: none"> • assisted felling techniques including winching • sectional tree felling, including the use of rigging equipment • methods for stump treatment or removal and the conditions and situations in which they can be applied cross cutting and snedding • timber extraction systems and their suitability for different situations (e.g. slope, timber use) • propping and bracing • benefits and limitations of those operations to different trees in different environments • techniques used to fell trees and their suitability for different trees, in different environments (e.g. residential, woodland) to meet different management objectives (e.g. timber length, firewood) • how to apply techniques safely, to recognised standards and guidance, minimising risks to the operators and the environment. <p>Different forms of ground protection e.g. boards, brash mats</p> <ul style="list-style-type: none"> • how they are applied • implications for route planning and tree operations. <p>Different purposes for felling trees in arboriculture and woodland management</p> <ul style="list-style-type: none"> • how the purpose affects the felling technique to be applied and associated operations e.g. ground protection. | |
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| <p>Techniques for accessing trees for tree works (e.g. rope and harness and Mobile Elevated Work Platforms (MEWP)),</p> <ul style="list-style-type: none"> • suitability for different trees in different environments • the equipment and materials required • how they are applied when felling trees • current industry good practice. <p>Techniques for aerial cutting of trees from a MEWP and using a rope and harness.</p> <p>Different techniques for aerial tree rescue operations</p> <ul style="list-style-type: none"> • their suitability for different situations • the equipment required • how the techniques are applied. <p>The processing of tree and woodland work arising e.g. wood chipping, stacking, sorting.</p> <p>Woodland management considerations</p> <p>Factors to consider when carrying out felling activities to the UK Forestry Standard including</p> <ul style="list-style-type: none"> • timber and products • the landscape • cost • access • ownership • woodland management plans • the UK Forest Standard • permissions required e.g. felling licences. | |
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| <p>Different silviculture systems (e.g. coppice, clear fell, continuous cover</p> <ul style="list-style-type: none"> • different forestry thinning regimes (e.g. pre-commercial, systematic, thinning) • their benefits and limitations. <p>The concept of tree harvesting and techniques that can be used (including motor-manual, mechanical)</p> <ul style="list-style-type: none"> • their suitability for different species, environments and timber uses • the equipment, techniques, machinery and materials required. <p>Methods used to extract harvested trees</p> <ul style="list-style-type: none"> • their suitability for different species, environments and timber uses • the equipment, machinery and materials required. | |
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Performance Outcome 3: Maintain trees and woodland to meet prescribed objectives

Students must demonstrate skills of reducing, reshaping and thinning of trees of a suitable height, diameter and strength to reflect industry requirements e.g. 15m height and 380mm diameter.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with undertaking maintenance of trees and woodlands e.g. uneven ground, chainsaw use, and control measures to be put in place to mitigate these risks.</p> <p>Business</p> <p>Similarities and differences in how arboriculture and forestry organisations obtain revenue</p> <ul style="list-style-type: none"> • how arboriculture and forestry organisations maximise revenue generation opportunities • how tree and woodland maintenance contributes to revenue generation. <p>Stakeholders in the supply chain (including land/tree owners, land agents, contractors, subcontractors, Forest Works Manager) and their role</p> <ul style="list-style-type: none"> • the role of the marketplace in determining price and the factors that affect price • the relationship between price and management decisions (e.g. brashing, high pruning, pollarding). <p>Factors that can affect profitable tree and woodland maintenance operations e.g. objectives, access,</p> <ul style="list-style-type: none"> • options available to minimise negative factors during | <p>Construct a climbing system.</p> <p>Climb a climbing system.</p> <p>Access trees using a rope and harness.</p> <p>Achieve work position in a tree.</p> <p>Redirect a climbing system.</p> <p>Descend a climbing system.</p> <p>Install a climbing line from ground level.</p> <p>Rescue an incapacitated person from a tree.</p> <p>Position a ladder for a safe climbing ascent.</p> <p>Ascend a ladder to safely access the crown of a tree.</p> <p>Position a MEWP.</p> <p>Operate a MEWP from the basket.</p> <p>Operate a MEWP from the ground level (e.g. rescue).</p> <p>Carry out tree maintenance using a rope and harness and a Mobile Elevated Work Platform (MEWP).</p> <p>Carry out aerial pruning including reducing, reshaping and thinning.</p> <p>Prune trees using the three-cut technique.</p> <p>Support aerial tree workers using both Mobile Elevated Work Platform (MEWP) and rope and harness.</p> |

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| <p>preparation, operation and post operation (tools, equipment, labour).</p> <p>Tools, equipment and machinery</p> <p>Types of tools (e.g. pole saws), equipment (e.g. climbing equipment, brushcutter) and machinery (e.g. Mobile Elevated Work Platforms, stump grinders) required for tree work, and woodland work-related operations</p> <ul style="list-style-type: none"> • their characteristics • function • preparation requirements e.g. checks/inspections, adding materials, calibration • operation • suitability for carrying out tasks in different environments • maintenance and storage requirements to manufactures requirements. <p>Tree biology, botany and health</p> <p>Characteristics of unhealthy or structurally weak trees (including dieback, bulges, slenderness, infection, infestation, cavities, broken branches, compression and tensile forks, fibre buckling, cracks, ribs, hazard beams)</p> <ul style="list-style-type: none"> • causes of defects • implications for tree and woodland maintenance planning and operations. • suitability of different management options (e.g. reduction, thinning, aeration) to alleviate or improve condition. | <p>Prune roots.</p> <p>Minimise / avoid damage to surrounding trees, other plants, animals and structures such as fences, paths and signs.</p> <p>Install bracing.</p> <p>Formatively prune trees from ground level.</p> <p>Assess a situation for potential adverse risks e.g. environmental, economic.</p> <p>Remove vegetation from a site.</p> <p>Maintain boundaries e.g.</p> <ul style="list-style-type: none"> • cut back hedgerows • remove debris from river • dig out existing materials in ditches • repair masonry • repair fencing. <p>Maintain access routes and gates e.g.</p> <ul style="list-style-type: none"> • clear debris • level aggregates • repair/fix ironmongery (e.g. gate / lock hinges) • clear paths • stone paths. <p>Classify waste and allocate to storage.</p> <p>Optimise work processes.</p> <p>Make good the site area following management activities.</p> |
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| <p>Characteristics of species causing decay in trees (e.g. <i>Meripilus giganteus</i>, <i>Inonotus hispidus</i>)</p> <ul style="list-style-type: none"> • implications to tree and woodland maintenance. <p>Soils</p> <p>Types of soils (including loams, clays, silts, sands, organics) and growing media (including inorganic e.g. rock and organic e.g. bark, aquatic substrate)</p> <ul style="list-style-type: none"> • their characteristics and properties (including pH, nutrient availability, drainage and water holding capacity, organic matter and living organisms in the soil, colour and heat retention, ease of cultivation, existing pollutants, horizons) • their influence on tree selection and growth • techniques used to determine soil characteristics including texture testing, pH testing, digging a profile pit. <p>Techniques for manipulating (e.g. fertilisation, aeration, mulching, drainage) soils and growing media for tree growth</p> <ul style="list-style-type: none"> • the suitability of techniques for different soils and growing media, objectives, environments and tree species • how they are applied in practice. <p>Timber and forest products</p> <p>Characteristics of wood including its structural elements and properties, cell types, cell structure</p> | |
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- environmental conditions that affect growth and development e.g. moisture, light.

Characteristics of defects in timber (e.g. knots, grain)

- their possible causes
- how this affects maintenance decisions and operations.

Factors affecting the quality and quantity of timber (including environmental conditions) and how these are optimised through maintenance activities to maximise yield and quality.

How pruning (including brashing, high pruning, formative pruning) can help improve timber quality.

Preparing for tree and woodland maintenance operations

The key roles and responsibilities of people on tree work and woodland sites (including operative, supervisor/team leader, client, visitor) and their contribution to tree and woodland maintenance (including emergency tree work operations) and emergencies.

The principles of site management including

- private and public realm considerations
- logistics including transportation (suitability of different types of transportation), access, delivery, storage, utilities, signage
- allocation of resources (time, labour, equipment, materials)
- the importance of biosecurity and keeping a site clear, clean and environmentally sound

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| <ul style="list-style-type: none"> • decision-making and problem-solving responsibilities • maintenance activities to be undertaken and their application in both arboriculture and woodland contexts. <p>The principles of access management</p> <ul style="list-style-type: none"> • the legal status of a Right of Way and Open Access to the Countryside legislation • different types of boundaries and their relationship to their locations, usage and site characteristics • different types of surfaces (aggregate, paving, woodchip, pitching) and furniture/structures (such as gates, bridges, boardwalks, benches, bins) and their suitability for different areas and usage such as multi-user access paths • best practice in design (e.g. path width, surface usability). <p>Types of infrastructure that may be encountered when carrying out tree and woodland operations e.g. roads, power lines, waterways</p> <ul style="list-style-type: none"> • key requirements of related legislation • implications for planning and completing maintenance operations. <p>Types of assets including infrastructure (bridge), historical/heritage (e.g. ancient woodland), functional (e.g. sluice)</p> <ul style="list-style-type: none"> • their characteristics • sources of information used to support identification e.g. Local Heritage List | |
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| <ul style="list-style-type: none"> the contribution to national and organisations responsibilities and protection of communities <p>Features of sites where tree and woodland operations take place including terrain, buildings, ground conditions, climate and microclimate, geology, hydrology, existing tree species, access, timing, habitats and their effect on</p> <ul style="list-style-type: none"> the preparation for tree and woodland maintenance operations the types of operations that can be undertaken successfully meeting objectives. <p>Potential damage to the environment caused by tree and woodland maintenance operations</p> <ul style="list-style-type: none"> causes of damage levels of damage acceptable how unacceptable levels can be prevented including techniques, materials and equipment to be used. <p>Information</p> <p>Reference sources of information for undertaking tree and woodland maintenance operations including British Standards (e.g. BS3998, BS8545), Industry Codes of Practice (ICoPs), AFAG/FISA Guidance (Arboriculture and Forestry Advisory Group/Forest Industry Safety Accord), manufacturers guidance.</p> <ul style="list-style-type: none"> the information provided their status in relation to regulatory and legal requirements. <p>Types of information required for tree and woodland management and operations including work specifications, tree planting</p> | |
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| <p>plans, different types of maps (including Ordnance Survey (OS), sketches,</p> <ul style="list-style-type: none"> • their content and format • conventions and symbols • how they are produced • how they are used in planning and carrying out operations. <p>Tree work operations</p> <p>Tree and woodland operations including:</p> <ul style="list-style-type: none"> • felling of small trees up to 380mm with hand tools and chainsaws • cross cutting and snedding • extraction of timber and arising • managing the rooting environment of trees • controlling unwanted root growth • pruning including natural target pruning, formative pruning, crown thinning, crown lifting, crown reduction, branch reduction • horticultural pruning • propping and bracing • benefits and limitations of those operations to different trees in different environments • techniques used to carry out of tree and woodland operations and their suitability for different trees, in different environments to meet different management objectives • how to apply techniques safely, to specified quality standards and guidance, minimising risks to the | |
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| <p>environment both undertaking and supporting each technique.</p> <p>Different forms of ground protection e.g. boards, brash mats</p> <ul style="list-style-type: none"> • how they are applied when maintaining tree and woodland areas • implications for route planning and tree operations. <p>Techniques for accessing trees for tree works (e.g. rope and harness and Mobile Elevated Work Platforms (MEWP)),</p> <ul style="list-style-type: none"> • suitability for different trees in different environments • the equipment and materials required • how they are applied when maintaining tree and woodland areas • current industry good practice. <p>Techniques for aerial maintenance of trees from MEWP and using a rope and harness.</p> <p>Different techniques for aerial tree rescue operations</p> <ul style="list-style-type: none"> • their suitability for different situations • the equipment required • how the techniques are applied. <p>The processing of tree and woodland work arisings e.g. wood chipping, stacking, sorting.</p> <p>Woodland management and maintenance</p> <p>Types of maintenance e.g. planned, reactive and their suitability for different situations and environments</p> <ul style="list-style-type: none"> • the purpose of planned maintenance • the content and formats of planned | |
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| <p>maintenance programmes</p> <ul style="list-style-type: none"> • the process involved in developing maintenance programmes • documentation required for maintenance and verification of maintenance activities. <p>Techniques (including soft engineering techniques) used to maintain and repair tree and woodland environments, access routes (e.g. paths, gates) and assets (e.g. culverts, sluices)</p> <ul style="list-style-type: none"> • how they are applied • equipment and materials required • their suitability to meet sustainable and heritage management • risks to the environment from maintenance activities e.g. biosecurity breaches, habitat loss. <p>Factors to consider when maintaining woodland environments to the UK Forest Standard including</p> <ul style="list-style-type: none"> • timber and products • the landscape • cost • access • ownership • woodland management plans • works exempt from permissions. <p>Different silviculture systems (e.g. shelterwood, continuous cover)</p> <ul style="list-style-type: none"> • their use and implications for woodland maintenance operations how they are applied. | |
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| <p>Features of woodland infrastructure (e.g. fences, drainage, footpaths, roads, archaeology)</p> <ul style="list-style-type: none"> • different types of each feature • their suitability in different environments • indications of infrastructure defects • their maintenance requirements. <p>Different techniques for control of unwanted woodland vegetation (including manual, motor-manual, cultural or chemical)</p> <ul style="list-style-type: none"> • legal and environmental implications of their use • their suitability for different situations and environments • how they are applied. | |
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Performance Outcome 4: Manage tree populations and woodlands to meet objectives

Students must demonstrate skills to manage at least two trees that require some form of management e.g. management of soil condition, pruning, felling, tree health care, replanting, reinspection, detailed assessment.

| Knowledge Specific to Performance Outcome | Skills |
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| <p>Health and safety</p> <p>Typical hazards and risks associated with undertaking surveys and site visits (e.g. permissions, lone working), and controls measures to be put in place to mitigate these risks.</p> <p>Environment</p> <p>Characteristics of ecosystems found in different landscapes (e.g. parks, woodland)</p> <ul style="list-style-type: none"> how ecosystems affect tree and woodland management decision making and objectives setting. <p>The health, environmental and economic benefits and limitations of trees, woodland and forests and green infrastructure</p> <ul style="list-style-type: none"> how benefits are increased how limitations are minimised how benefits and limitations affect management decision making and objectives setting. <p>The purpose of environmental risk assessments</p> <ul style="list-style-type: none"> the content of an environmental risk assessment the relationship with other documents e.g. forestry management plan | <p>Locate site boundaries from a map.</p> <p>Verify the accuracy of measuring equipment.</p> <p>Determine the volume of standing timber.</p> <p>Measure a stack of timber.</p> <p>Measure the diameter of trees at breast height (DBH).</p> <p>Measure the diameter of trees at 1.5m above ground level.</p> <p>Identify silvicultural system in use.</p> <p>Forecast timber yields.</p> <p>Assess tree health.</p> <p>Assess risks from trees.</p> <p>Take and preserve samples e.g. leaves, fungi, insects.</p> <p>Estimate tree age.</p> <p>Assess a tree against criteria for a Tree Preservation Order.</p> <p>Assess tree quality by the cascade chart.</p> <p>Determine minimum root protection areas.</p> <p>Draw a basic tree location plan digitally.</p> <p>Amend a basic tree location plan digitally.</p> <p>Create a Tree Constraints Plan.</p> <p>Value trees.</p> <p>Identify common tree and plant species.</p> |

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| <ul style="list-style-type: none"> • how environmental risk assessments are conducted • how site variables (e.g. terrain, proposed operations) affect decision making. <p>Business</p> <p>Factors that can affect profitable tree and woodland operations (including organisation purpose and objectives, market prices and fluctuations, tree and woodland operations, waste, damage to the environment) and how this affects tree and woodland management decision making and objectives setting.</p> <p>Tree biology, botany and health</p> <p>The characteristics of healthy, unhealthy and structurally weak trees</p> <ul style="list-style-type: none"> • how they relate to different parts of a tree and their interrelationships • characteristics of wood cells and their effects on tree growth and fungal decay • factors that affect growth (including tree root growth) and development • abiotic and human causes of ill health and damage to trees • implications on tree survival and immediate growing environment from dysfunction • typical pests and pathogens, their characteristics and methods of management and prevention • implications of tree health for the management of tree populations and woodlands. | <p>Identify the presence of common pests / diseases / disorders.</p> <p>Input survey data into digital software.</p> |
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| <p>Tests (including soil and foliar sampling) and associated technology (e.g. chlorophyll fluorimeter)</p> <ul style="list-style-type: none"> • samples to be taken and their purpose • processes followed to take samples • their use in tree and woodland management decision making and objectives setting. <p>Tree stocks and Tree Planting</p> <p>Principles and purpose of nomenclature and taxonomy systems</p> <ul style="list-style-type: none"> • position of trees and shrubs within the taxonomy of the wider kingdom • characteristics and morphology of common tree and shrub families, genera, species and variety at differing life stages • techniques (including botanical keys) and information sources (e.g. literature, digital technology) to aid correct identification • the value of using and writing scientific names and implications for improper use • types and use of tree tags and signs. <p>Factors that influence the choice of tree species (including biological, ecological and economic) for different environments (e.g. soils, urban, parkland, woodland) and to meet different management objectives (e.g. timber, amenity, shade, habitat).</p> <p>Characteristics of different tree planting stock types (e.g. containerised, root ball, whips, plugs)</p> | |
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- the associated tree planting techniques
- the types of aftercare used
- associated standards (e.g. BS8545) and current government and industry guidance
- their suitability for meeting different tree and woodland management objectives.

Characteristics of responsible sources for tree stocks and the economic, environmental and social importance of responsible tree sourcing.

Timber and forest products

Species and sizes of timber (e.g. saw logs, pulp wood, firewood)

- their uses (e.g. paper, decking, veneer, particles), and markets
- niche products (e.g. essential oils, chemicals), their uses and markets.

Factors affecting the quality and quantity of timber (including tree planting and establishment techniques, storage, handling) and how these affect management decisions for maximising yield and quality.

General surveying and management

Features of sites where operations take place (e.g. woodland, urban) including terrain, buildings, ground conditions, climate and microclimate, geology, hydrology, existing tree species, access, timing, habitats and their effect on

- their effect on tree and woodland operations that can be undertaken

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| <ul style="list-style-type: none"> • the implications for tree and woodland decision making and achieving objectives. <p>Plans, sketches and mapping</p> <ul style="list-style-type: none"> • types of digital software used to support surveying and tree and woodland management (e.g. digital maps, CAD, GIS) <ul style="list-style-type: none"> ○ how they are used to compile and analyse data, and monitor operations ○ their benefits and limitations • techniques for digitally creating and editing (including scaling, identifying specific trees and features) • hand drawn styles and appropriate use • their content and format • conventions and symbols • how they are used in planning, reporting and undertaking practical operations. <p>Tree measurement</p> <ul style="list-style-type: none"> • parts of tree measured • methods (e.g. over bark, under bark) • equipment required (e.g. tape measure, clinometer) • basic mensuration units and terminology for forestry and non-forest trees (e.g. diameter, length, volume) • information sources used (including yield tables, measurements, equations, calculations) and their | |
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| <p>suitability for different purposes (e.g. log volume)</p> <ul style="list-style-type: none"> • methods to determine stocking density. <p>Methods to estimate tree age (e.g. Mitchell, White)</p> <ul style="list-style-type: none"> • how they are applied • their suitability for different purposes and locations. <p>Managing woodlands</p> <p>Woodland maintenance operations (including brashing, high pruning, formative pruning) and thinning regimes used to meet management objectives and contribute to forest management plans</p> <ul style="list-style-type: none"> • the techniques and resources required (including time, labour, materials, equipment) • time periods when best undertaken to meet management objectives e.g. improve timber quality. <p>Types of woodland (e.g. ancient, natural)</p> <ul style="list-style-type: none"> • their characteristics (trees, site, ecology, horizontal and vertical structure) • their features (e.g. fences, drainage, footpaths, roads, archaeology) • their benefits to silvicultural systems • protections provided by law • the relationship between characteristics, features, legal protections and silvicultural systems and management decision making and objective setting. | |
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| <p>Woodland management plans</p> <ul style="list-style-type: none"> • typical content • factors to consider in development (including timber and products, landscape, risk, cost, access, fire, ownership) • associated standards (e.g. UK Forest Standard) and current industry and government guidance • their use in setting and reviewing management objectives, making management decisions and monitoring tree and woodland management activities. <p>Different silviculture systems (e.g. coppice, continuous cover)</p> <ul style="list-style-type: none"> • their characteristics • their benefits and limitations to different environments • benefits and limitations of artificial and natural regeneration for different systems • factors (e.g. space, light, shade) that affect successful tree establishment and how these are used to support management decision-making • different forestry thinning regimes (e.g. pre-commercial, systematic, thinning) and their benefits and limitations • tree harvesting techniques and methods (including motor-manual, mechanical) and their suitability for different silviculture systems | |
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| <ul style="list-style-type: none"> • methods used to extract harvested trees and their suitability for different silviculture systems • how systems are applied to create habitats, products and timber <p>Different techniques for control of unwanted woodland vegetation (including manual, motor-manual or chemical)</p> <ul style="list-style-type: none"> • their suitability for different situations • how they affect management decision making and setting objectives. <p>Sampling methods (including systematic sampling, simple random sampling, stratified random sampling)</p> <ul style="list-style-type: none"> • the suitability of the sampling method to the management objectives • the procedures and equipment required to apply the sampling methods. <p>Managing tree populations</p> <p>Benefits and limitations of single tree operations (e.g. felling, pruning) to different trees in different environments and how they support meeting management objectives (e.g. light, safety)</p> <p>The role and responsibilities of local planning authorities and regulatory bodies (including Forestry Commission) in relation to tree protection legislation including Conservation Areas, Tree Preservation Orders (TPO) and planning conditions:</p> <ul style="list-style-type: none"> • methods used for assessing the suitability for a Tree Preservation Order e.g. TEMPO, Helliwell | |
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| <ul style="list-style-type: none"> • tree inventory data required for the planning process • associated standards (e.g. BS3998, BS5837) and current industry and government guidance • the purpose and content of Tree Constraint Plans, Arboriculture Impacts Assessments, Tree Protection Plans and the factors that lead to their implementation • the relationship between planning conditions and developments constrained by trees and permitting work to a TPO tree. <p>Tree inspections</p> <ul style="list-style-type: none"> • levels and types of surveys and inspections (e.g. formal, informal, detailed), their purposes, characteristics and guidance information • inspection methodologies e.g. systematic, diagnostics • data gathering e.g. field notes, tablets, survey programs • qualitative and quantitative approaches to assessing risks from trees. • risk mitigation options e.g. improving tree health, remove target, pruning • reporting of findings e.g. detailed tree inspections, negative recording <p>Direct and indirect damage to surfaces and structures resulting from tree management activities</p> <ul style="list-style-type: none"> • implications of growing trees near infrastructure | |
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| <ul style="list-style-type: none"> • signs of direct and indirect tree root damage • species associated with tree root damage • mitigation measures e.g. root pruning, root barriers, removal • preventative measures including utility pruning • associated standards (e.g. National Housebuilding Council (NHBC) standards) and current government and industry guidance • role of the arboriculturist (e.g. not a structural surveyor). <p>Different tree valuation methods (including manual (e.g. Cavat, Heliwell) and digital (e.g. iTree))</p> <ul style="list-style-type: none"> • their purpose and focus • information, data and resources required • processes involved • factors that affect valuation including market forces • their suitability for different purposes and locations. | |
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Schedule 3

Implementation

S3_Lot6_Implementation_Plan

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|----|--|------------------|---------------------|---------------------|--------------|---|----------------|---------------------|--------|
| 0 | Implementation Plan T Levels Wave 4 - Agriculture, Land Management and Production | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 1 | Project Management & Reporting | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 2 | Project Planning | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 3 | Kick-off meeting | 1 day | Tue 31/08/21 | Tue 31/08/21 | | Project Management, Associate Management, Finance, First Line Customer Support, Industry and Stakeholder Engagement, IT and Systems, Learning Resources, Marketing Comms and Events, Operational Delivery, Assessment and Development, Quality Assurance, | | | |
| 4 | Finalise Project Plan | 5 days | Wed 01/09/21 | Tue 07/09/21 | 3 | Project Management | | | |
| 5 | Maintain Project Plan | 2343 days | Wed 08/09/21 | Fri 30/08/30 | 4 | Project Management | | | |
| 6 | Finalise Resource Plan | 5 days | Wed 01/09/21 | Tue 07/09/21 | 4FF | Project Management | | | |
| 7 | Maintain Resource Plan | 2343 days | Wed 08/09/21 | Fri 30/08/30 | 6 | Project Management | | | |
| 8 | Reporting and Controlling | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 9 | Meetings | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 10 | Project Board Meetings (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 11 | Authority and City & Guilds Project Meetings (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 12 | Authority Project Updates (weekly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management, Assessment and Development | | | |
| 13 | Project Reports (frequency as required) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 14 | Contract Steering Group (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 15 | Design reports | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | KPI 12 |
| 16 | TQ Development Meetings | 935 days | Tue 31/08/21 | Mon 31/03/25 | | Assessment and Development | | | |
| 17 | Inter-AO Coordination activity | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management, Operational Delivery, Assessment and Development, Quality Assurance | | | |
| 18 | Design Principles Group Monthly Meeting | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Design Principles Group | | | |
| 19 | Monthly Partnership Meeting - Sub-contractor (NLBC) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Partnership Management | | | |
| 20 | Financial model and review (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Finance | | | |
| 21 | Management Information | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | R9.1 | KPI 12 |
| 22 | Implementation Plan Report (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
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| 23 | Resource Plan Report (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 24 | Risk & Issues Register and Report (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 25 | Highlight Report (monthly) | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | Project Management | | | |
| 26 | Development Phase Report | 262 days | Tue 31/08/21 | Wed 31/08/22 | | Assessment and Development, Project Management | | | |
| 27 | Operational Report (monthly) | 2087 days | Thu 01/09/22 | Fri 30/08/30 | | Operational Delivery, Project Management | | | |
| 28 | Developing the Technical Qualification | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 29 | Project Initiation and Scoping | 88 days | Tue 31/08/21 | Thu 30/12/21 | | | | | |
| 30 | Project Initiation Meeting (PIM) | 1 day | Tue 31/08/21 | Tue 31/08/21 | | Project Management, Industry and Stakeholder Engagement, Learning Resources, Assessment and Development, | | | |
| 31 | Confirm Subject Matter Experts | 88 days | Tue 31/08/21 | Thu 30/12/21 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 32 | TQ Initial Development meeting, training and briefing | 5 days | Tue 31/08/21 | Mon 06/09/21 | | Assessment and Development | | | |
| 33 | Scoping and training for Subject Matter Experts | 88 days | Tue 31/08/21 | Thu 30/12/21 | | Assessment and Development | | | |
| 34 | T Level Panel Meeting - first meeting - Clarification (date tbc) | 23 days | Tue 31/08/21 | Thu 30/09/21 | | Assessment and Development, Industry and Stakeholder Engagement, Project Management | | | |
| 35 | T Level Panel Meeting - Second meeting - Review content elaboration (date tbc) | 21 days | Fri 01/10/21 | Fri 29/10/21 | 34 | Assessment and Development, Industry and Stakeholder Engagement, Project | | | |
| 36 | Qualification& assessment development - INITIAL DRAFT | 55 days | Tue 07/09/21 | Mon 22/11/21 | | | | | |
| 37 | Core Content Elaboration to MS1 | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 38 | Core content elaboration | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 39 | Validation of core content elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 38 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 40 | Review and update core content in light of validation feedback | 2 days | Tue 26/10/21 | Wed 27/10/21 | 39 | Assessment and Development | | | |
| 41 | Core content QA and sign-off | 1 day | Thu 28/10/21 | Thu 28/10/21 | 40 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 42 | Occupational Specialism Content Elaboration to MS1 | 39 days | Tue 07/09/21 | Fri 29/10/21 | | | | | |
| 43 | Occupational Specialism Content Elaboration - 1 - (Crop production) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 44 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 45 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 44 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 46 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 45 | Assessment and Development | | | |
| 47 | Occupational Specialism Content Elaboration - 1 - (Crop production) QA and sign-off | 1 day | Thu 28/10/21 | Thu 28/10/21 | 46 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|----|--|----------------|---------------------|---------------------|--------------|--|----------------|---------------------|-----|
| 48 | Occupational Specialism Content Elaboration - 2 - (Floristry) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 49 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 50 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 49 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 51 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 50 | Assessment and Development | | | |
| 52 | <i>Occupational Specialism Content Elaboration - 2 - (Floristry) QA and sign-off</i> | <i>1 day</i> | <i>Thu 28/10/21</i> | <i>Thu 28/10/21</i> | 51 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 53 | Occupational Specialism Content Elaboration - 3 - (Habitat management) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 54 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 55 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 54 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 56 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 55 | Assessment and Development | | | |
| 57 | <i>Occupational Specialism Content Elaboration - 3 - (Habitat management) QA and sign-off</i> | <i>1 day</i> | <i>Thu 28/10/21</i> | <i>Thu 28/10/21</i> | 56 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 58 | Occupational Specialism Content Elaboration - 4 - (Land-based engineering) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 59 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 60 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 59 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 61 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 60 | Assessment and Development | | | |
| 62 | <i>Occupational Specialism Content Elaboration - 4 - (Land-based engineering) QA and sign-off</i> | <i>1 day</i> | <i>Thu 28/10/21</i> | <i>Thu 28/10/21</i> | 61 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 63 | Occupational Specialism Content Elaboration - 5 - (Livestock production) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 64 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 65 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 64 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 66 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 65 | Assessment and Development | | | |
| 67 | <i>Occupational Specialism Content Elaboration - 5 - (Livestock production) QA and sign-off</i> | <i>1 day</i> | <i>Thu 28/10/21</i> | <i>Thu 28/10/21</i> | 66 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 68 | Occupational Specialism Content Elaboration - 6 - (Ornamental and environmental horticulture and landscaping) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |
| 69 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 70 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 69 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 71 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 70 | Assessment and Development | | | |
| 72 | <i>Occupational Specialism Content Elaboration - 6 - (Ornamental and environmental horticulture and landscaping) QA and sign-off</i> | <i>1 day</i> | <i>Thu 28/10/21</i> | <i>Thu 28/10/21</i> | 71 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 73 | Occupational Specialism Content Elaboration - 7 - (Tree and woodland management and maintenance) | 38 days | Tue 07/09/21 | Thu 28/10/21 | | | | SR1.1 | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|----|---|----------|--------------|--------------|--------------|---|----------------|----------------------------|-----|
| 74 | Content elaboration (Occupational Specialism) | 30 days | Tue 07/09/21 | Mon 18/10/21 | 32 | Assessment and Development | | | |
| 75 | Validation of Occupational Specialism Content Elaboration | 5 days | Tue 19/10/21 | Mon 25/10/21 | 74 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 76 | Update Occupational Specialism Content in light of validation | 2 days | Tue 26/10/21 | Wed 27/10/21 | 75 | Assessment and Development | | | |
| 77 | <i>Occupational Specialism Content Elaboration - 7 - (Tree and woodland management and maintenance) QA and sign-off</i> | 1 day | Thu 28/10/21 | Thu 28/10/21 | 76 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 78 | TQ Specification Production | 29 days | Tue 21/09/21 | Fri 29/10/21 | 37SS+10 days | Assessment and Development | | | |
| 79 | Draft TQ Specimen Assessment Materials (SAMs) - Indicative Example | 20 days | Tue 19/10/21 | Mon 15/11/21 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 80 | Develop indicative sample Core, ESP & 1x OS SAM | 15 days | Tue 19/10/21 | Mon 08/11/21 | 38,75SS | Assessment and Development | | | |
| 81 | Review sample materials | 5 days | Tue 09/11/21 | Mon 15/11/21 | 80 | Assessment and Development | | | |
| 82 | Assessment Strategy development | 29 days | Tue 12/10/21 | Fri 19/11/21 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | |
| 83 | Write Assessment Strategy | 20 days | Tue 12/10/21 | Mon 08/11/21 | 38FS-5 days | Assessment and Development, Quality Assurance | | | |
| 84 | Review Assessment Strategy | 4 days | Tue 09/11/21 | Fri 12/11/21 | 83 | Assessment and Development, Quality Assurance | | | |
| 85 | Produce Assessment Design Slide Deck | 4 days | Mon 15/11/21 | Thu 18/11/21 | 84,80 | Assessment and Development, Quality Assurance | | | |
| 86 | Review and sign-off Assessment Strategy and Slide Deck | 1 day | Fri 19/11/21 | Fri 19/11/21 | 85 | Assessment and Development, Quality Assurance | | | |
| 87 | Provider approval criteria development | 14 days | Fri 29/10/21 | Wed 17/11/21 | 37 | | | SR4.1 | |
| 88 | Review and complete provider approval criteria | 14 days | Fri 29/10/21 | Wed 17/11/21 | 82SS | Quality Assurance, Quality Delivery | | | |
| 89 | MS1 Submission Validation and sign-off | 25 days | Tue 19/10/21 | Mon 22/11/21 | | | | | |
| 90 | Rationale document produced for the Authority (re any proposed changes to content) | 10 days | Fri 29/10/21 | Thu 11/11/21 | 73 | Assessment and Development | | | |
| 91 | Specification, Sample Assessment Materials, Assessment Strategy reviewed and signed off | 4 days | Tue 16/11/21 | Fri 19/11/21 | 37,84,79 | Quality and Compliance Panel, Assessment and Development, Quality Assurance | | | |
| 92 | QA of Submission | 4 days | Tue 16/11/21 | Fri 19/11/21 | 91SS | Assessment and Development, Quality Board | | | |
| 93 | Validation of core and specialism content (separately with employers and providers) | 24 days | Tue 19/10/21 | Fri 19/11/21 | 91FF | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 94 | Prepare materials for submission and upload | 1 day | Mon 22/11/21 | Mon 22/11/21 | 91 | Assessment and Development | | | |
| 95 | Interim Milestone 1: First Draft Initial TQ Deliverables submitted | 0 days | Mon 22/11/21 | Mon 22/11/21 | | | | | |
| 96 | Qualification& Assessment Development - MS2 to MS4 | 115 days | Tue 19/10/21 | Mon 28/03/22 | | | | | |
| 97 | Core sample assessment development for MS2 | 59 days | Tue 19/10/21 | Fri 07/01/22 | | | | | |
| 98 | Core Examination Sample Assessment Materials (SAMs) Development | 35 days | Tue 19/10/21 | Mon 06/12/21 | | | | SR2.1, 2.2, 2.3, 2.6 | |
| 99 | Core SAM Development | 26 days | Tue 19/10/21 | Tue 23/11/21 | 38 | Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|----------------|---------------------|---------------------|-------------|--|----------------|----------------------|-----|
| 100 | Validation (separately with employers and providers) | 4 days | Wed 24/11/21 | Mon 29/11/21 | 99 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 101 | Update SAMs in light of feedback from validation | 2 days | Tue 30/11/21 | Wed 01/12/21 | 100 | Assessment and Development | | | |
| 102 | <i>Core Examination Sample Assessment Materials review and sign-off</i> | 2 days | Tue 30/11/21 | Wed 01/12/21 | 101FF | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 103 | Update Submission Issues Log | 2 days | Thu 02/12/21 | Fri 03/12/21 | 102 | Assessment and Development | | | |
| 104 | Prepare materials for submission and upload | 1 day | Mon 06/12/21 | Mon 06/12/21 | 103 | Assessment and Development | | | |
| 105 | Interim Milestone 2: Core Exam | 0 days | Mon 06/12/21 | Mon 06/12/21 | | | | | |
| 106 | Feedback on MS1 and MS2 submission | 34 days | Tue 23/11/21 | Fri 07/01/22 | 95 | | | | |
| 107 | Feedback on MS1 submission (Authority/Route Panel/Ofqual) TBC | 5 days | Tue 23/11/21 | Mon 29/11/21 | | Authority | | | |
| 108 | Review period (Authority/Ofqual) | 20 days | Tue 23/11/21 | Mon 20/12/21 | | | | | |
| 109 | Feedback on MS2 submission (Authority/Route Panel/Ofqual) TBC | 5 days | Tue 14/12/21 | Mon 20/12/21 | 108FF | Authority | | | |
| 110 | Feedback review | 5 days | Mon 03/01/22 | Fri 07/01/22 | 109 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 111 | Update Submission Issues Log | 5 days | Mon 03/01/22 | Fri 07/01/22 | 110FF | Assessment and Development | | | |
| 112 | Core Employer Set Project Sample Assessment Materials (SAMs) Development | 52 days | Fri 29/10/21 | Mon 10/01/22 | 37 | | | SR2.1, 2.2, 2.3, 2.6 | |
| 113 | ESP Development | 30 days | Fri 29/10/21 | Thu 09/12/21 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 114 | Validation (separately with employers and providers) | 4 days | Fri 10/12/21 | Wed 15/12/21 | 113 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 115 | Update in light of validation | 4 days | Thu 16/12/21 | Tue 21/12/21 | 114 | Assessment and Development | | | |
| 116 | <i>Core Employer Set Project Sample Assessment Materials (SAMs) review and sign-off</i> | 3 days | Wed 22/12/21 | Fri 24/12/21 | 115 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 117 | Update Submission Issues Log | 4 days | Tue 04/01/22 | Fri 07/01/22 | | Assessment and Development | | | |
| 118 | Prepare materials for submission and upload | 1 day | Mon 10/01/22 | Mon 10/01/22 | 117 | Assessment and Development | | | |
| 119 | Occupational Specialism Sample Assessment Materials (SAMs) Development | 36 days | Mon 22/11/21 | Mon 10/01/22 | 91 | | | | |
| 120 | Occupational Specialism SAM development - 1 - (Crop production) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 121 | Occupational Specialism SAM development - 2 - (Floristry) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 122 | Occupational Specialism SAM development - 3 - (Habitat management) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 123 | Occupational Specialism SAM development - 4 - (Land-based engineering) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 124 | Occupational Specialism SAM development - 5 - (Livestock production) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 125 | Occupational Specialism SAM development - 6 - (Ornamental and environmental horticulture and landscaping) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------------|---------------------|---------------------|-------------|--|----------------|----------------------|-----|
| 126 | Occupational Specialism SAM development - 7 - (Tree and woodland management and maintenance) | 15 days | Mon 22/11/21 | Fri 10/12/21 | | Assessment and Development | | | |
| 127 | Interim Milestone 3: ESP | 0 days | Mon 10/01/22 | Mon 10/01/22 | | | | | |
| 128 | Feedback on MS3 submission (Authority/Route Panel/Ofqual) | 5 days | Tue 11/01/22 | Mon 17/01/22 | 127 | Authority | | | |
| 129 | Core and Occupational Specialism Content/Specification | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR1.1 | |
| 130 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | 107 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 131 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 130 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 132 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 131 | Assessment and Development | | | |
| 133 | <i>Specification review, QA and sign-off</i> | <i>1 day</i> | <i>Tue 15/02/22</i> | <i>Tue 15/02/22</i> | 132 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 134 | Specialism Sample Assessment Development | 31 days | Tue 04/01/22 | Tue 15/02/22 | 42,107 | | | SR2.1, 2.2, 2.3, 2.7 | |
| 135 | Specialism Sample Assessment Development - 1 - (Crop production) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 136 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 137 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 136 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 138 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 137 | Assessment and Development | | | |
| 139 | <i>Specialism Sample Assessment Materials signed off - 1 (Crop production)</i> | <i>1 day</i> | <i>Tue 15/02/22</i> | <i>Tue 15/02/22</i> | 138 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 140 | Specialism Sample Assessment Development - 2 - (Floristry) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 141 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 142 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 141 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 143 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 142 | Assessment and Development | | | |
| 144 | <i>Specialism Sample Assessment Materials signed off - 2 - (Floristry)</i> | <i>1 day</i> | <i>Tue 15/02/22</i> | <i>Tue 15/02/22</i> | 143 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 145 | Specialism Sample Assessment Development - 3 - (Habitat management) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 146 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 147 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 146 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 148 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 147 | Assessment and Development | | | |
| 149 | <i>Specialism Sample Assessment Materials signed off - 3- (Habitat management)</i> | <i>1 day</i> | <i>Tue 15/02/22</i> | <i>Tue 15/02/22</i> | 148 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 150 | Specialism Sample Assessment Development - 4 - (Land-based engineering) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 151 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |

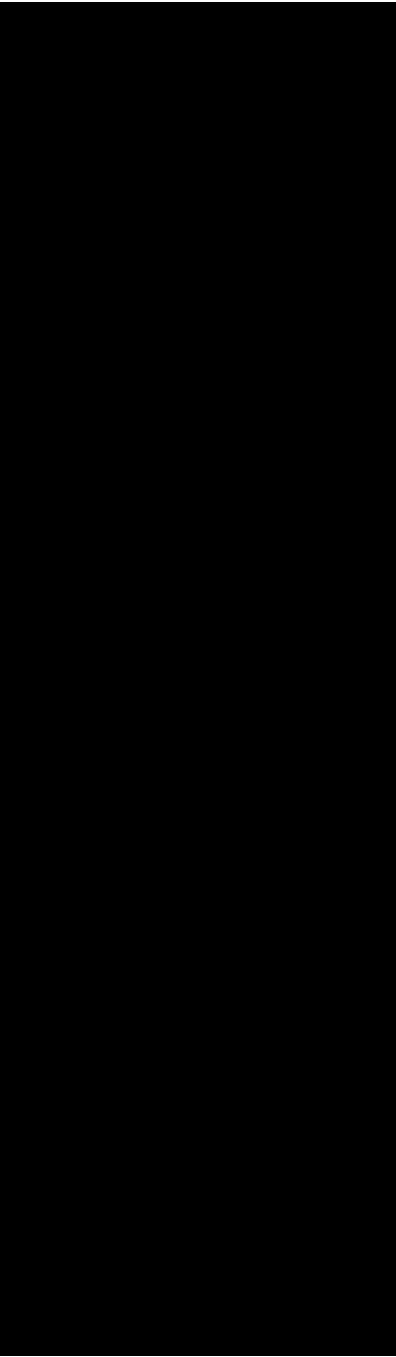
| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------|--------------|--------------|--------------|--|----------------|----------------------------|-----|
| 152 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 151 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 153 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 152 | Assessment and Development | | | |
| 154 | <i>Specialism Sample Assessment Materials signed off - 4 (Land-based engineering)</i> | 1 day | Tue 15/02/22 | Tue 15/02/22 | 153 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 155 | Specialism Sample Assessment Development - 5 - (Livestock production) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 156 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 157 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 156 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 158 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 157 | Assessment and Development | | | |
| 159 | <i>Specialism Sample Assessment Materials signed off - 5 - (Livestock production)</i> | 1 day | Tue 15/02/22 | Tue 15/02/22 | 158 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 160 | Specialism Sample Assessment Development - 6 - (Ornamental and environmental horticulture and landscaping) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 161 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 162 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 161 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 163 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 162 | Assessment and Development | | | |
| 164 | <i>Specialism Sample Assessment Materials signed off - 6 - (Ornamental and environmental horticulture and landscaping)</i> | 1 day | Tue 15/02/22 | Tue 15/02/22 | 163 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 165 | Specialism Sample Assessment Development - 7 - (Tree and woodland management and maintenance) | 31 days | Tue 04/01/22 | Tue 15/02/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 166 | Review and refine content in light of feedback from Authority | 20 days | Tue 04/01/22 | Mon 31/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 167 | Validation (separately with employers and providers) | 5 days | Tue 01/02/22 | Mon 07/02/22 | 166 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 168 | Update in light of validation | 5 days | Tue 08/02/22 | Mon 14/02/22 | 167 | Assessment and Development | | | |
| 169 | <i>Specialism Sample Assessment Materials signed off - 7 - (Tree and woodland management and maintenance)</i> | 1 day | Tue 15/02/22 | Tue 15/02/22 | 168 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 170 | Assessment Strategy - full development for MS4 | 50 days | Tue 04/01/22 | Mon 14/03/22 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | |
| 171 | Review and refine AS content in light of feedback from Authority/Ofqual | 40 days | Tue 04/01/22 | Mon 28/02/22 | 108,78,102 | Assessment and Development, Quality Assurance | | | |
| 172 | <i>Review, QA and sign-off</i> | 10 days | Tue 01/03/22 | Mon 14/03/22 | 171 | Assessment and Development, Quality Assurance | | | |
| 173 | Provider approval criteria development | 23 days | Tue 04/01/22 | Thu 03/02/22 | 108 | | | SR4.1 | |
| 174 | Update provider approval criteria | 10 days | Tue 04/01/22 | Mon 17/01/22 | 170SS | Quality Assurance, Quality Delivery | | | |
| 175 | QA of Provider Approval | 5 days | Tue 18/01/22 | Mon 24/01/22 | 174 | Quality Assurance, Quality Delivery | | | |
| 176 | Update following QA if necessary | 4 days | Tue 25/01/22 | Fri 28/01/22 | 175 | Quality Assurance, Quality Delivery | | | |
| 177 | Update Submission Issues Log | 4 days | Mon 31/01/22 | Thu 03/02/22 | 176 | Quality Assurance, Quality Delivery | | | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|-----------------|---------------------|---------------------|---------------|--|----------------|---------------------------|-----|
| 178 | Prepare materials for submission and upload | 1 day | Tue 15/03/22 | Tue 15/03/22 | 177,92,134, | Assessment and Development, Quality Assurance | | | |
| 179 | Interim Milestone 4: Spec, OS and AS | 0 days | Mon 28/03/22 | Mon 28/03/22 | | | | | |
| 180 | Qualification& Assessment Development - MS5 to MS7 | 174 days | Tue 04/01/22 | Fri 02/09/22 | | | | | |
| 181 | Feedback on MS4 from Authority | 21 days | Tue 29/03/22 | Tue 26/04/22 | 179 | | | | |
| 182 | 3 week Review Period (Authority/Route Panel/Ofqual) | 15 days | Tue 29/03/22 | Mon 18/04/22 | | Authority | | | |
| 183 | Feedback review | 5 days | Tue 19/04/22 | Mon 25/04/22 | 182 | Assessment and Development | | | |
| 184 | Update Submission Issues Log | 1 day | Tue 26/04/22 | Tue 26/04/22 | 183 | Assessment and Development | | | |
| 185 | Core sample assessment development | 86 days | Tue 04/01/22 | Tue 03/05/22 | | | | | |
| 186 | Core Examination Sample Assessment Materials (SAMs) Development | 39 days | Tue 04/01/22 | Fri 25/02/22 | 109FS+10 days | | | SR2.1, 2.2, 2.3, 2.5, 2.6 | |
| 187 | Review feedback | 5 days | Tue 04/01/22 | Mon 10/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 188 | Update Core Exam Content | 20 days | Tue 11/01/22 | Mon 07/02/22 | 187 | Assessment and Development | | | |
| 189 | Validation (separately with employers and providers) | 5 days | Tue 08/02/22 | Mon 14/02/22 | 188 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 190 | Update Core Exam Content in light of consultation | 5 days | Tue 15/02/22 | Mon 21/02/22 | 189 | Assessment and Development | | | |
| 191 | Core Examination Sample Assessment Materials review, QA and sign-off | 4 days | Tue 22/02/22 | Fri 25/02/22 | 190 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 192 | Core Employer Set Project Sample Assessment Materials (SAMs) Development | 76 days | Tue 18/01/22 | Tue 03/05/22 | 128 | | | SR2.1, 2.2, 2.3, 2.5, 2.6 | |
| 193 | Review feedback | 5 days | Tue 18/01/22 | Mon 24/01/22 | | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 194 | Update ESP Content | 20 days | Tue 25/01/22 | Mon 21/02/22 | 193 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 195 | Validation (separately with employers and providers) | 5 days | Tue 22/02/22 | Mon 28/02/22 | 194 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 196 | Update Core Exam Content in light of validation | 5 days | Tue 01/03/22 | Mon 07/03/22 | 195 | Assessment and Development | | | |
| 197 | Core Employer Set Project Sample Assessment Materials (SAMs) signed off | 5 days | Tue 08/03/22 | Mon 14/03/22 | 195FF,196 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 198 | Update Submission Issues Log | 4 days | Tue 15/03/22 | Fri 18/03/22 | 191,197 | Assessment and Development | | | |
| 199 | Prepare materials for submission and upload | 1 day | Mon 21/03/22 | Mon 21/03/22 | 198 | Assessment and Development | | | |
| 200 | Interim Milestone 5:Core Exam and ESP | 0 days | Tue 03/05/22 | Tue 03/05/22 | | | | | |
| 201 | Feedback on MS5 submission (Authority/Route Panel/Ofqual) | 5 days | Wed 04/05/22 | Tue 10/05/22 | 200 | Authority | | | |
| 202 | Specialism sample assessment development | 69 days | Wed 27/04/22 | Mon 01/08/22 | | | | | |
| 203 | Specialism Sample Assessment Development - 1 - (Crop production) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------|--------------|--------------|--------------|--|----------------|----------------------|-----|
| 204 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 205 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 204 | Assessment and Development | | | |
| 206 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 205 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 207 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 206 | Assessment and Development | | | |
| 208 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 1 - (Crop production)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 207 | Assessment and Development | | | |
| 209 | Specialism Sample Assessment Development - 2 - (Floristry) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 210 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 211 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 210 | Assessment and Development | | | |
| 212 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 211 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 213 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 212 | Assessment and Development | | | |
| 214 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 2 - (Floristry)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 213 | Assessment and Development | | | |
| 215 | Specialism Sample Assessment Development - 3 - (Habitat management) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 216 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 217 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 216 | Assessment and Development | | | |
| 218 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 217 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 219 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 218 | Assessment and Development | | | |
| 220 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 3 - (Habitat management)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 219 | Assessment and Development | | | |
| 221 | Specialism Sample Assessment Development - 4 - (Land-based engineering) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 222 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 223 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 222 | Assessment and Development | | | |
| 224 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 223 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 225 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 224 | Assessment and Development | | | |
| 226 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 4 - (Land-based engineering)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 225 | Assessment and Development | | | |
| 227 | Specialism Sample Assessment Development - 5 - (Livestock production) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|----------|--------------|--------------|-------------|--|----------------|----------------------|-----|
| 228 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 229 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 228 | Assessment and Development | | | |
| 230 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 229 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 231 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 230 | Assessment and Development | | | |
| 232 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 5 - (Livestock production)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 231 | Assessment and Development | | | |
| 233 | Specialism Sample Assessment Development - 6 - (Ornamental and environmental horticulture and landscaping) | 22 days | Wed 27/04/22 | Thu 26/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 234 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 235 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 234 | Assessment and Development | | | |
| 236 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 235 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 237 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 236 | Assessment and Development | | | |
| 238 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 6 - (Ornamental and environmental horticulture and landscaping)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 237 | Assessment and Development | | | |
| 239 | Specialism Sample Assessment Development - 7 - (Tree and woodland management and maintenance) | 24 days | Wed 27/04/22 | Mon 30/05/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 240 | Review feedback from Authority (TBC) | 3 days | Wed 27/04/22 | Fri 29/04/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 241 | Update SAM | 10 days | Mon 02/05/22 | Fri 13/05/22 | 240 | Assessment and Development | | | |
| 242 | Validation (separately with employers and providers) | 3 days | Mon 16/05/22 | Wed 18/05/22 | 241 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 243 | Update in light of validation | 3 days | Thu 19/05/22 | Mon 23/05/22 | 242 | Assessment and Development | | | |
| 244 | <i>Specialism Sample Assessment Materials review, QA and sign-off - 7 - (Tree and woodland management and maintenance)</i> | 3 days | Tue 24/05/22 | Thu 26/05/22 | 243 | Assessment and Development | | | |
| 245 | Update Submission Issues Log | 1 day | Fri 27/05/22 | Fri 27/05/22 | 208,214,221 | Assessment and Development | | | |
| 246 | Prepare materials for submission and upload | 1 day | Mon 30/05/22 | Mon 30/05/22 | 245 | Assessment and Development | | | |
| 247 | Interim Milestone 6: OS | 0 days | Mon 30/05/22 | Mon 30/05/22 | | | | | |
| 248 | Feedback on MS6 submission (Authority/Route Panel/Ofqual) | 5 days | Tue 31/05/22 | Mon 06/06/22 | 247 | Authority | | | |
| 249 | Core Sample Assessment Development | 46 days | Wed 11/05/22 | Wed 13/07/22 | | | | SR1.1 | |
| 250 | Review feedback from Authority (TBC) | 5 days | Wed 11/05/22 | Tue 17/05/22 | 201 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 251 | Review and refine content in light of feedback from Authority | 20 days | Wed 18/05/22 | Tue 14/06/22 | 250 | Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|----------------|---------------------|---------------------|--------------|--|----------------|----------------------|-----|
| 252 | Validation (separately with employers and providers) | 5 days | Wed 15/06/22 | Tue 21/06/22 | 251 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | SR1.1 | |
| 253 | Update in light of validation | 5 days | Wed 29/06/22 | Tue 05/07/22 | 252,272 | Assessment and Development | | | |
| 254 | sign-off content elaboration | 5 days | Wed 06/07/22 | Tue 12/07/22 | 253 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 255 | Content elaboration signed off | 1 day | Wed 13/07/22 | Wed 13/07/22 | 254 | Assessment and Development | | | |
| 256 | ESP Sample Assessment Development | 69 days | Wed 27/04/22 | Mon 01/08/22 | | | | | |
| 257 | Review feedback from Authority (TBC) | 5 days | Wed 11/05/22 | Tue 17/05/22 | 201 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 258 | Review and refine content in light of feedback from Authority | 20 days | Wed 18/05/22 | Tue 14/06/22 | 257 | Assessment and Development | | | |
| 259 | Validation (separately with employers and providers) | 5 days | Wed 15/06/22 | Tue 21/06/22 | 258 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 260 | Update in light of validation | 5 days | Tue 19/07/22 | Mon 25/07/22 | 259,266 | Assessment and Development | | | |
| 261 | Sign-off ESP assessment elaboration | 4 days | Tue 26/07/22 | Fri 29/07/22 | 260 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 262 | ESP signed off | 1 day | Mon 01/08/22 | Mon 01/08/22 | 261 | Assessment and Development | | | |
| 263 | Specialism Sample Assessment Development - All OS | 39 days | Tue 07/06/22 | Fri 29/07/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 264 | Review feedback from Authority (TBC) | 5 days | Tue 07/06/22 | Mon 13/06/22 | 248 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 265 | Review and refine content in light of feedback from Authority | 20 days | Tue 14/06/22 | Mon 11/07/22 | 264,250,25 | Assessment and Development | | | |
| 266 | Validation (separately with employers and providers) | 5 days | Tue 12/07/22 | Mon 18/07/22 | 265 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 267 | Update in light of validation | 5 days | Tue 19/07/22 | Mon 25/07/22 | 266 | Assessment and Development | | | |
| 268 | <i>Specialism Sample Assessment Materials review, QA and sign - All</i> | <i>4 days</i> | <i>Tue 26/07/22</i> | <i>Fri 29/07/22</i> | 267,253,26 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | SR1.1 | |
| 269 | Core and Occupational Specialism Content/Specification | 51 days | Wed 27/04/22 | Wed 06/07/22 | | | | | |
| 270 | Review feedback from Authority (TBC) | 5 days | Wed 27/04/22 | Tue 03/05/22 | 181 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 271 | Review and refine content in light of feedback from Authority | 35 days | Wed 04/05/22 | Tue 21/06/22 | 270 | Assessment and Development | | | |
| 272 | Validation (separately with employers and providers) | 5 days | Wed 22/06/22 | Tue 28/06/22 | 271 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 273 | Update in light of validation | 5 days | Wed 29/06/22 | Tue 05/07/22 | 272 | Assessment and Development | | | |
| 274 | <i>Specification review, QA and sign-off</i> | <i>1 day</i> | <i>Wed 06/07/22</i> | <i>Wed 06/07/22</i> | 273 | Assessment and Development, Industry and Stakeholder Engagement, Quality | | | |
| 275 | Full guide exemplification materials development | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------------|---------------------|---------------------|--------------|--|--|----------------------|-----|
| 276 | Full Guide Exemplification Materials Development - 1 - (Crop production) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | |  | SR2.1, 2.2, 2.3, 2.7 | |
| 277 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 203 | Assessment and Development | | | |
| 278 | Validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 277 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 279 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 278SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 280 | Update in light of validation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 278,279 | Assessment and Development | | | |
| 281 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 280 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 282 | <i>Indicative guide exemplification materials signed off 1 - (Crop production)</i> | <i>1 day</i> | <i>Tue 28/06/22</i> | <i>Tue 28/06/22</i> | 281FF | Assessment and Development | | | |
| 283 | Full Guide Exemplification Materials Development - 2 - (Floristry) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 284 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 209 | Assessment and Development | | | |
| 285 | Validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 284 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 286 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 285SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 287 | Update in light of validation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 285,286 | Assessment and Development | | | |
| 288 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 287 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 289 | <i>Indicative guide exemplification materials signed off - 2 - (Floristry)</i> | <i>1 day</i> | <i>Tue 28/06/22</i> | <i>Tue 28/06/22</i> | 288FF | Assessment and Development | | | |
| 290 | Full Guide Exemplification Materials Development - 3 - (Habitat management) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 291 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 215 | Assessment and Development | | | |
| 292 | Consultation on full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 291 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 293 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 292SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 294 | Update in light of consultation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 292,293 | Assessment and Development | | | |
| 295 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 294 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 296 | <i>Indicative guide exemplification materials signed off - 3- (Habitat management)</i> | <i>1 day</i> | <i>Tue 28/06/22</i> | <i>Tue 28/06/22</i> | 295FF | Assessment and Development | | | |
| 297 | Full Guide Exemplification Materials Development - 4 - (Land-based engineering) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 298 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | | Assessment and Development | | | |
| 299 | Consultation on full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 298 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 300 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 299SS | Assessment and Development, Industry and Stakeholder Engagement | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------------|---------------------|---------------------|--------------|--|----------------|----------------------|-----|
| 301 | Update in light of consultation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 299,300 | Assessment and Development | | | |
| 302 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 301 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 303 | <i>Indicative guide exemplification materials signed off - 4 (Land-based engineering)</i> | 1 day | Tue 28/06/22 | Tue 28/06/22 | 302FF | Assessment and Development | | | |
| 304 | Full Guide Exemplification Materials Development - 5 - (Livestock production) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 305 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 227 | Assessment and Development | | | |
| 306 | Consultation on full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 305 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 307 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 306SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 308 | Update in light of consultation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 306,307 | Assessment and Development | | | |
| 309 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 308 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 310 | <i>Indicative guide exemplification materials signed off - 5 - (Livestock production)</i> | 1 day | Tue 28/06/22 | Tue 28/06/22 | 309FF | Assessment and Development | | | |
| 311 | Full Guide Exemplification Materials Development - 6 - (Ornamental and environmental horticulture and landscaping) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | SR2.1, 2.2, 2.3, 2.7 | |
| 312 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 233 | Assessment and Development | | | |
| 313 | Consultation on full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 312 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 314 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 313SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 315 | Update in light of consultation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 313,314 | Assessment and Development | | | |
| 316 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 315 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 317 | <i>Indicative guide exemplification materials signed off - 6 - (Ornamental and environmental horticulture and landscaping)</i> | 1 day | Tue 28/06/22 | Tue 28/06/22 | 316FF | Assessment and Development | | SR2.1, 2.2, 2.3, 2.7 | |
| 318 | Full Guide Exemplification Materials Development - 7 - (Tree and woodland management and maintenance) | 20 days | Wed 01/06/22 | Tue 28/06/22 | | | | | |
| 319 | Production of full guide exemplification materials | 5 days | Wed 01/06/22 | Tue 07/06/22 | 239 | Assessment and Development | | | |
| 320 | Consultation on full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 319 | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 321 | Employer support and validation of full guide exemplification materials | 5 days | Wed 08/06/22 | Tue 14/06/22 | 320SS | Assessment and Development, Industry and Stakeholder Engagement | | | |
| 322 | Update in light of consultation | 5 days | Wed 15/06/22 | Tue 21/06/22 | 320,321 | Assessment and Development | | | |
| 323 | QA of full guide exemplification materials | 5 days | Wed 22/06/22 | Tue 28/06/22 | 322 | Assessment and Development, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 324 | <i>Indicative guide exemplification materials signed off - 7 - (Tree and woodland management and maintenance)</i> | 1 day | Tue 28/06/22 | Tue 28/06/22 | 323FF | Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessor | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|----------------|---------------------|---------------------|---------------------|--|----------------|----------------------------|-----|
| 325 | Assessment Strategy Development - Full | 50 days | Wed 27/04/22 | Tue 05/07/22 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | |
| 326 | Review feedback from Authority and Ofqual (TBC) | 5 days | Wed 27/04/22 | Tue 03/05/22 | 181 | Assessment and Development, Quality Assurance | | | |
| 327 | Assessment Strategy updated in light of feedback | 20 days | Wed 04/05/22 | Tue 31/05/22 | 185SS+5 days, 202SS | Assessment and Development | | | |
| 328 | QA of Assessment Strategy | 10 days | Wed 01/06/22 | Tue 14/06/22 | 327 | Assessment and Development, Quality Assurance | | | |
| 329 | Update following QA if necessary | 10 days | Wed 15/06/22 | Tue 28/06/22 | 328 | Assessment and Development, Quality Assurance | | | |
| 330 | Assessment Strategy review and QA | 5 days | Wed 29/06/22 | Tue 05/07/22 | 329 | Assessment and Development, Quality Assurance | | | |
| 331 | Assessment Strategy signed off - Full | 1 day | Tue 05/07/22 | Tue 05/07/22 | 330FF | Assessment and Development, Quality Assurance | | | |
| 332 | Provider approval criteria development | 25 days | Wed 27/04/22 | Tue 31/05/22 | | | | SR4.1 | |
| 333 | Review feedback from Authority and Ofqual (TBC) | 5 days | Wed 27/04/22 | Tue 03/05/22 | 181 | Quality Assurance, Quality Delivery | | | |
| 334 | Provider Approval updated in light of feedback | 10 days | Wed 04/05/22 | Tue 17/05/22 | 333 | Quality Assurance, Quality Delivery | | | |
| 335 | QA of Provider Approval | 5 days | Wed 18/05/22 | Tue 24/05/22 | 334 | Quality Assurance, Quality Delivery | | | |
| 336 | Update following QA if necessary | 5 days | Wed 25/05/22 | Tue 31/05/22 | 335 | Quality Assurance, Quality Delivery | | | |
| 337 | Provider approval criteria sign-off | 1 day | Tue 31/05/22 | Tue 31/05/22 | 336FF | Quality Assurance, Quality Delivery | | | |
| 338 | Submission Validation and sign-off | 12 days | Wed 06/07/22 | Thu 21/07/22 | 325, 332, 241 | | | | |
| 339 | Internal Quality and Compliance Panel | 5 days | Wed 06/07/22 | Tue 12/07/22 | 332 | Validity and Compliance Panel, Assessment and Development, Quality Assurance | | | |
| 340 | Contingency for Full Final sign-off | 5 days | Wed 13/07/22 | Tue 19/07/22 | 339 | | | | |
| 341 | Qualification& Assessment Submission signed off | 2 days | Wed 13/07/22 | Thu 14/07/22 | 339 | Assessment and Development, Quality Assurance | | | |
| 342 | Update Submission Issues Log | 4 days | Fri 15/07/22 | Wed 20/07/22 | 341 | Assessment and Development | | | |
| 343 | Prepare materials for submission and upload | 1 day | Thu 21/07/22 | Thu 21/07/22 | 342 | Assessment and Development | | | |
| 344 | Final Approval Milestone | 0 days | Mon 01/08/22 | Mon 01/08/22 | | | | | |
| 345 | Review feedback from Final Milestone | 6 days | Tue 02/08/22 | Tue 09/08/22 | 344 | Assessment and Development | | | |
| 346 | Update submission documents | 6 days | Wed 10/08/22 | Wed 17/08/22 | 345 | Assessment and Development | | | |
| 347 | Re-submit | 1 day | Thu 18/08/22 | Thu 18/08/22 | 346 | Assessment and Development | | | |
| 348 | All TQ Documents published on website | 10 days | Fri 19/08/22 | Thu 01/09/22 | 347 | Assessment and Development, Marketing Comms and Events | | | |
| 349 | Milestone: Final approval gained | 10 days | Fri 19/08/22 | Thu 01/09/22 | 347 | | | | |
| 350 | Final Approved TQ Specifications / documents on website | 1 day | Fri 02/09/22 | Fri 02/09/22 | 348 | Assessment and Development, Marketing Comms and Events | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|-----------------|---------------------|---------------------|--------------|---|----------------|----------------------------|-------------|
| 351 | Live assessment production Year 1 | 184 days | Fri 02/09/22 | Wed 17/05/23 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 352 | Live assessment production | 98 days | Fri 02/09/22 | Tue 17/01/23 | 349 | Assessment and Development | | | |
| 353 | QA of assessment production | 85 days | Wed 18/01/23 | Tue 16/05/23 | 352 | Assessment and Development, Quality and Compliance Panel | | | |
| 354 | <i>Final live assessments for year 1 and contingency</i> | <i>1 day</i> | <i>Wed 17/05/23</i> | <i>Wed 17/05/23</i> | 353 | Assessment and Development | | | |
| 355 | Master data build on internal systems | 219 days | Fri 02/09/22 | Wed 05/07/23 | | | | | |
| 356 | Product Build | 35 days | Fri 02/09/22 | Thu 20/10/22 | 349 | Operational Delivery, Assessment and Development | | | |
| 357 | Digital credentials | 35 days | Fri 02/09/22 | Thu 20/10/22 | 349 | | | | |
| 358 | E-Volve Set Up | 35 days | Thu 18/05/23 | Wed 05/07/23 | 354 | Operational Delivery, Assessment and Development | | | |
| 359 | MyMarkis Set Up | 20 days | Thu 18/05/23 | Wed 14/06/23 | 354 | Operational Delivery, Assessment and Development | | | |
| 360 | Moderation Portal Set up (If Moderation is being done) | 20 days | Thu 18/05/23 | Wed 14/06/23 | 354 | Operational Delivery, Assessment and Development | | | |
| 361 | Examination typesetting | 5 days | Thu 18/05/23 | Wed 24/05/23 | 354 | Operational Delivery, Assessment and Development | | | |
| 362 | Digital Learning Resources Development | 199 days | Fri 02/09/22 | Wed 07/06/23 | | | | SR5.1 | KPI 2,3,4,5 |
| 363 | Scoping | 20 days | Fri 02/09/22 | Thu 29/09/22 | 349,95 | Learning Resources | | | |
| 364 | Internal sign-off on DLR approach | 1 day | Fri 30/09/22 | Fri 30/09/22 | 363 | Learning Resources | | | |
| 365 | Communicate to Institute on agreed approach | 1 day | Mon 03/10/22 | Mon 03/10/22 | 364 | Learning Resources | | | |
| 366 | Development | 87 days | Tue 04/10/22 | Wed 01/02/23 | 365 | Learning Resources | | | |
| 367 | Production | 85 days | Thu 02/02/23 | Wed 31/05/23 | 366 | Learning Resources | | | |
| 368 | Insert content to Smartscreen | 5 days | Thu 01/06/23 | Wed 07/06/23 | 367 | Learning Resources | | | |
| 369 | Live assessment production Year 2 | 189 days | Fri 01/09/23 | Wed 22/05/24 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 370 | Live assessment production | 98 days | Fri 01/09/23 | Tue 16/01/24 | | Assessment and Development | | | |
| 371 | QA of assessment production | 85 days | Wed 17/01/24 | Tue 14/05/24 | 370 | Assessment and Development, Quality and Compliance Panel | | | |
| 372 | Employer support and validation for grade standard exemplification | 85 days | Wed 17/01/24 | Tue 14/05/24 | 371SS | Industry and Stakeholder Engagement, Assessment and Development | | | KPI 9 |
| 373 | <i>Final live assessments for year 2 and contingency</i> | <i>1 day</i> | <i>Wed 15/05/24</i> | <i>Wed 15/05/24</i> | 371,372 | Assessment and Development | | | |
| 374 | Master data build on internal systems | 5 days | Thu 16/05/24 | Wed 22/05/24 | 373 | Operational Delivery | | | |
| 375 | Live assessment production Year 3 | 189 days | Mon 02/09/24 | Thu 22/05/25 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 376 | Live assessment production | 98 days | Mon 02/09/24 | Wed 15/01/25 | | Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|------------------|---------------------|---------------------|--------------|---|----------------|----------------------------|-------------|
| 377 | QA of assessment production | 85 days | Thu 16/01/25 | Wed 14/05/25 | 376 | Assessment and Development, Quality and Compliance Panel | | | |
| 378 | Employer support and validation for grade standard exemplification | 85 days | Thu 16/01/25 | Wed 14/05/25 | 377SS | Industry and Stakeholder Engagement, Assessment and Development | | | KPI 9 |
| 379 | <i>Final live assessments for year 3 and contingency</i> | 1 day | Thu 15/05/25 | Thu 15/05/25 | 377,378 | Assessment and Development | | | |
| 380 | Master data build on internal systems | 5 days | Fri 16/05/25 | Thu 22/05/25 | 379 | Operational Delivery | | | |
| 381 | Live assessment production Year 4 | 189 days | Mon 01/09/25 | Thu 21/05/26 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 382 | Live assessment production | 98 days | Mon 01/09/25 | Wed 14/01/26 | | Assessment and Development | | | |
| 383 | QA of assessment production | 85 days | Thu 15/01/26 | Wed 13/05/26 | 382 | Assessment and Development, Quality and Compliance Panel | | | |
| 384 | Employer support and validation for grade standard exemplification | 85 days | Thu 15/01/26 | Wed 13/05/26 | 383SS | Industry and Stakeholder Engagement, Assessment and Development | | | KPI 9 |
| 385 | <i>Final live assessments for year 4 and contingency</i> | 1 day | Thu 14/05/26 | Thu 14/05/26 | 383,384 | Assessment and Development | | | |
| 386 | Master data build on internal systems | 5 days | Fri 15/05/26 | Thu 21/05/26 | 385 | Operational Delivery | | | |
| 387 | Developing Operational Capability | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | | |
| 388 | Marketing | 1784 days | Tue 31/08/21 | Fri 30/06/28 | | | | SR5.1 | KPI 2,3,4,5 |
| 389 | Develop Marketing Strategy | 15 days | Tue 31/08/21 | Mon 20/09/21 | | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 390 | Develop Marketing Plan | 5 days | Tue 21/09/21 | Mon 27/09/21 | 389 | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 391 | Execute Marketing Plan - including ongoing reviews | 1764 days | Tue 28/09/21 | Fri 30/06/28 | 390 | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 392 | Develop T Level landing page on existing website | 4 days | Tue 21/09/21 | Fri 24/09/21 | 389 | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 393 | Stakeholder communications | 1848 days | Tue 31/08/21 | Thu 28/09/28 | | | | SR5.1 | KPI 2,3,4,5 |
| 394 | Event Schedule | 1240 days | Tue 31/08/21 | Mon 01/06/26 | | | | | |
| 395 | Event Schedule for Employers | 1240 days | Tue 31/08/21 | Mon 01/06/26 | | | | | |
| 396 | Employer Webinar – welcome | 1 day | Tue 31/08/21 | Tue 31/08/21 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 397 | Year 1 | 72 days | Wed 02/03/22 | Thu 09/06/22 | | | | | |
| 398 | Webinar update on T Levels - in March | 1 day | Wed 02/03/22 | Wed 02/03/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 399 | Face to Face workshop update on T Levels - in June | 1 day | Thu 09/06/22 | Thu 09/06/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 400 | Year 2 | 196 days | Thu 01/09/22 | Thu 01/06/23 | | | | | |
| 401 | Webinar update on T Levels - in September | 1 day | Thu 01/09/22 | Thu 01/09/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 402 | Webinar update on T Levels - in March | 1 day | Wed 01/03/23 | Wed 01/03/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|------------------|---------------------|---------------------|--------------|---|----------------|---------------------|-----|
| 403 | Face to Face workshop update on T Levels - in June | 1 day | Thu 01/06/23 | Thu 01/06/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 404 | Year 3 | 197 days | Fri 01/09/23 | Mon 03/06/24 | | | | | |
| 405 | Webinar update on T Levels - in September | 1 day | Fri 01/09/23 | Fri 01/09/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 406 | Webinar update on T Levels - in March | 1 day | Fri 01/03/24 | Fri 01/03/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 407 | Face to Face workshop update on T Levels - in June | 1 day | Mon 03/06/24 | Mon 03/06/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 408 | Year 4 | 196 days | Mon 02/09/24 | Mon 02/06/25 | | | | | |
| 409 | Webinar update on T Levels - in September | 1 day | Mon 02/09/24 | Mon 02/09/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 410 | Webinar update on T Levels - in March | 1 day | Mon 03/03/25 | Mon 03/03/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 411 | Face to Face workshop update on T Levels - in June | 1 day | Mon 02/06/25 | Mon 02/06/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 412 | Year 5 | 196 days | Mon 01/09/25 | Mon 01/06/26 | | | | | |
| 413 | Webinar update on T Levels - in September | 1 day | Mon 01/09/25 | Mon 01/09/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 414 | Webinar update on T Levels - in March | 1 day | Mon 02/03/26 | Mon 02/03/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 415 | Face to Face workshop update on T Levels - in June | 1 day | Mon 01/06/26 | Mon 01/06/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 416 | Event Schedule for Providers | 1847 days | Wed 01/09/21 | Thu 28/09/28 | | | | | |
| 417 | Provider Webinar – welcome | 1 day | Wed 01/09/21 | Wed 01/09/21 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 418 | TQ development launch webinar | 1 day | Mon 01/11/21 | Mon 01/11/21 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 419 | TQ launch event x 1 | 1 day | Tue 01/02/22 | Tue 01/02/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 420 | National TQ events networks regional May - June x 8 | 40 days | Mon 02/05/22 | Fri 24/06/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 421 | Curriculum planning events Oct - Dec x 8 | 60 days | Mon 03/10/22 | Fri 23/12/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 422 | On-boarding events Feb - June x 8 | 102 days | Wed 01/02/23 | Thu 22/06/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 423 | Operational readiness activities visits - May - Dec 2023 | 155 days | Mon 01/05/23 | Fri 01/12/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 424 | Year 1 | 260 days | Mon 02/10/23 | Fri 27/09/24 | | | | | |
| 425 | Quarterly webinars for tutors (Autumn, winter, spring, summer) | 260 days | Mon 02/10/23 | Fri 27/09/24 | | | | | |
| 426 | Oct – Dec 23 Autumn network meetings x 4 | 60 days | Mon 02/10/23 | Fri 22/12/23 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 427 | Feb – March 24 Spring Network meetings x 4 | 42 days | Thu 01/02/24 | Fri 29/03/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 428 | Sept 24 Weekly telephone surgeries | 20 days | Mon 02/09/24 | Fri 27/09/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|-----------------|---------------------|---------------------|--------------|---|----------------|---------------------|-----|
| 429 | May 24 - Lessons learnt sessions x 4 | 20 days | Wed 01/05/24 | Tue 28/05/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 430 | Year 2 | 259 days | Tue 01/10/24 | Fri 26/09/25 | 424 | | | | |
| 431 | Quarterly webinars for tutors (Autumn, winter, spring, summer) | 259 days | Tue 01/10/24 | Fri 26/09/25 | | | | | |
| 432 | Oct – Dec 24 Autumn network meetings x 4 | 60 days | Tue 01/10/24 | Mon 23/12/24 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 433 | Feb – March 25 Spring Network meetings x 4 | 42 days | Mon 03/02/25 | Tue 01/04/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 434 | Sept 25 Weekly telephone surgeries | 20 days | Mon 01/09/25 | Fri 26/09/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 435 | May 25 - Lessons learnt sessions x 4 | 20 days | Thu 01/05/25 | Wed 28/05/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 436 | Year 3 | 259 days | Wed 01/10/25 | Mon 28/09/26 | 430 | | | | |
| 437 | Quarterly webinars for tutors (Autumn, winter, spring, summer) | 259 days | Wed 01/10/25 | Mon 28/09/26 | | | | | |
| 438 | Oct – Dec 25 Autumn network meetings x 4 | 60 days | Wed 01/10/25 | Tue 23/12/25 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 439 | Feb – March 26 Spring Network meetings x 4 | 42 days | Mon 02/02/26 | Tue 31/03/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 440 | Sept 26 Weekly telephone surgeries | 20 days | Tue 01/09/26 | Mon 28/09/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 441 | May 26 - Lessons learnt sessions x 4 | 20 days | Fri 01/05/26 | Thu 28/05/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 442 | Year 4 | 259 days | Thu 01/10/26 | Tue 28/09/27 | 437 | | | | |
| 443 | Quarterly webinars for tutors (Autumn, winter, spring, summer) | 259 days | Thu 01/10/26 | Tue 28/09/27 | | | | | |
| 444 | Oct – Dec 26 Autumn network meetings x 4 | 60 days | Thu 01/10/26 | Wed 23/12/26 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 445 | Feb – March 27 Spring Network meetings x 4 | 42 days | Mon 01/02/27 | Tue 30/03/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 446 | Sept 27 Weekly telephone surgeries | 20 days | Wed 01/09/27 | Tue 28/09/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 447 | May 27 - Lessons learnt sessions x 4 | 20 days | Mon 03/05/27 | Fri 28/05/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 448 | Year 5 | 260 days | Fri 01/10/27 | Thu 28/09/28 | 442 | | | | |
| 449 | Quarterly webinars for tutors (Autumn, winter, spring, summer) | 260 days | Fri 01/10/27 | Thu 28/09/28 | | | | | |
| 450 | Oct – Dec 27 Autumn network meetings x 4 | 60 days | Fri 01/10/27 | Thu 23/12/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 451 | Feb – March 28 Spring Network meetings x 4 | 42 days | Tue 01/02/28 | Wed 29/03/28 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 452 | Sept 28 Weekly telephone surgeries | 20 days | Fri 01/09/28 | Thu 28/09/28 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 453 | May 28 - Lessons learnt sessions x 4 | 20 days | Mon 01/05/28 | Fri 26/05/28 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 454 | Create contact strategy | 218 days | Tue 31/08/21 | Thu 30/06/22 | | | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|------------------|---------------------|---------------------|--------------|--|----------------|---------------------|----------------|
| 455 | Create contact strategy for Providers | 100 days | Tue 31/08/21 | Mon 17/01/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement, Quality Assurance | | | |
| 456 | Create contact strategy for Employers | 100 days | Tue 31/08/21 | Mon 17/01/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 457 | Develop Communication plan | 30 days | Tue 31/08/21 | Mon 11/10/21 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 458 | Employer/Provider Communications strategy | 218 days | Tue 31/08/21 | Thu 30/06/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 459 | Produce quarterly e-bulletin on Key Dates for TQ delivery | 1370 days | Mon 03/01/22 | Fri 02/04/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 460 | Produce newsletters on Key Dates for TQ delivery - termly | 1370 days | Mon 03/01/22 | Fri 02/04/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 461 | Produce Provider flyer | 20 days | Tue 01/02/22 | Mon 28/02/22 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 462 | Produce regular updates for Key Date s and admin activities | 1370 days | Mon 03/01/22 | Fri 02/04/27 | | Marketing Comms and Events, Industry and Stakeholder Engagement | | | |
| 463 | Provider approval | 1217 days | Thu 01/12/22 | Fri 30/07/27 | | | | SR4.1 | KPI 1,3,4,5,12 |
| 464 | Provider Pre-approval Year 1 | 44 days | Thu 01/12/22 | Tue 31/01/23 | | Quality Delivery | | | |
| 465 | Provider Approval Year 1 | 129 days | Wed 01/02/23 | Mon 31/07/23 | | Quality Delivery | | | |
| 466 | Provider Pre-approval Year 2 | 44 days | Fri 01/12/23 | Wed 31/01/24 | | Quality Delivery | | | |
| 467 | Provider Approval Year 2 | 130 days | Thu 01/02/24 | Wed 31/07/24 | | Quality Delivery | | | |
| 468 | Provider Pre-approval Year 3 | 45 days | Mon 02/12/24 | Fri 31/01/25 | | Quality Delivery | | | |
| 469 | Provider Approval Year 3 | 129 days | Mon 03/02/25 | Thu 31/07/25 | | Quality Delivery | | | |
| 470 | Provider Pre-approval Year 4 | 45 days | Mon 01/12/25 | Fri 30/01/26 | | Quality Delivery | | | |
| 471 | Provider Approval Year 4 | 130 days | Mon 02/02/26 | Fri 31/07/26 | | Quality Delivery | | | |
| 472 | Provider Pre-approval Year 5 | 44 days | Tue 01/12/26 | Fri 29/01/27 | | Quality Delivery | | | |
| 473 | Provider Approval Year 5 | 130 days | Mon 01/02/27 | Fri 30/07/27 | | Quality Delivery | | | |
| 474 | Provider support documentation (created and updated yearly) | 1827 days | Tue 31/08/21 | Wed 30/08/28 | | | | SR5.1 | KPI 2,3,4,5 |
| 475 | Welcome Pack | 1827 days | Tue 31/08/21 | Wed 30/08/28 | | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 476 | Checklist (included in welcome pack) | 1827 days | Tue 31/08/21 | Wed 30/08/28 | 475SS | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 477 | Exam timetables | 1827 days | Tue 31/08/21 | Wed 30/08/28 | | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 478 | Guide - Teaching & learning | 155 days | Tue 31/08/21 | Mon 04/04/22 | | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 479 | Guide - Portal | 155 days | Tue 31/08/21 | Mon 04/04/22 | | Industry and Stakeholder Engagement, Marketing Comms and Events | | | |
| 480 | On-going Provider support | 999 days | Mon 02/09/24 | Thu 29/06/28 | | | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|------------------|---------------------|---------------------|--------------|---|----------------|---------------------|-------------|
| 481 | Events Y2 | 218 days | Mon 02/09/24 | Wed 02/07/25 | | Industry and Stakeholder Engagement | | | |
| 482 | Development of event resources Y2 | 155 days | Tue 01/10/24 | Mon 05/05/25 | | Industry and Stakeholder Engagement, Marketing Comms and Events, Operational Delivery, Assessment and Development | | | |
| 483 | Events Y3 | 218 days | Mon 01/09/25 | Wed 01/07/26 | | Industry and Stakeholder Engagement | | | |
| 484 | Development of event resources Y3 | 155 days | Wed 01/10/25 | Tue 05/05/26 | | Industry and Stakeholder Engagement, Marketing Comms and Events, Operational Delivery, Assessment and Development | | | |
| 485 | Events Y4 | 218 days | Tue 01/09/26 | Thu 01/07/27 | | Industry and Stakeholder Engagement | | | |
| 486 | Development of event resources Y4 | 155 days | Thu 01/10/26 | Wed 05/05/27 | | Industry and Stakeholder Engagement, Marketing Comms and Events, Operational Delivery, Assessment and Development | | | |
| 487 | Events Y5 | 217 days | Wed 01/09/27 | Thu 29/06/28 | | Industry and Stakeholder Engagement | | | |
| 488 | Development of event resources Y5 | 155 days | Fri 01/10/27 | Thu 04/05/28 | | Industry and Stakeholder Engagement, Marketing Comms and Events, Operational Delivery, Assessment and Development | | | |
| 489 | Provider support/customer services | 2349 days | Tue 31/08/21 | Fri 30/08/30 | | | | SR5.1 | KPI 2,3,4,5 |
| 490 | Provider support training with customer support teams | 30 days | Tue 31/08/21 | Mon 11/10/21 | | First Line Customer Support, Industry and Stakeholder Engagement | | | |
| 491 | Sector specific knowledge - ongoing customer facing teams training | 30 days | Tue 31/08/21 | Mon 11/10/21 | | First Line Customer Support, Industry and Stakeholder Engagement | | | |
| 492 | Provider Queries FLCS activities - ongoing | 2328 days | Tue 31/08/21 | Thu 01/08/30 | | First Line Customer Support, Quality Assurance | | | |
| 493 | Provider complaints/ malpractice/appeals - ongoing | 1826 days | Fri 01/09/23 | Fri 30/08/30 | | First Line Customer Support, Quality Assurance | | | |
| 494 | Provider registrations and booking support - ongoing | 1826 days | Fri 01/09/23 | Fri 30/08/30 | | First Line Customer Support, Quality Assurance | | | |
| 495 | Associate recruitment and training | 1227 days | Fri 01/09/23 | Mon 15/05/28 | | | | SR2.2 | KPI 6 |
| 496 | Associate Recruitment & Selection Y1 | 109 days | Fri 01/09/23 | Wed 31/01/24 | | Associate Management | | | |
| 497 | Associate Training Y1 | 75 days | Thu 01/02/24 | Wed 15/05/24 | 496 | Associate Management | | | |
| 498 | Associate Recruitment & Selection Y2 | 110 days | Mon 02/09/24 | Fri 31/01/25 | | Associate Management | | | |
| 499 | Associate Training Y2 | 75 days | Mon 03/02/25 | Fri 16/05/25 | 498 | Associate Management | | | |
| 500 | Associate Recruitment & Selection Y3 | 110 days | Mon 01/09/25 | Fri 30/01/26 | | Associate Management | | | |
| 501 | Associate Training Y3 | 75 days | Mon 02/02/26 | Fri 15/05/26 | 500 | Associate Management | | | |
| 502 | Associate Recruitment & Selection Y4 | 109 days | Tue 01/09/26 | Fri 29/01/27 | | Associate Management | | | |
| 503 | Associate Training Y4 | 75 days | Mon 01/02/27 | Fri 14/05/27 | 502 | Associate Management | | | |
| 504 | Associate Recruitment & Selection Y5 | 109 days | Wed 01/09/27 | Mon 31/01/28 | | Associate Management | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|-----------------|---------------------|---------------------|--------------|---|----------------|---------------------|-----|
| 505 | Associate Training Y5 | 75 days | Tue 01/02/28 | Mon 15/05/28 | 504 | Associate Management | | | |
| 506 | Overarching services (systems and processes) | 299 days | Tue 31/08/21 | Fri 21/10/22 | | | | | |
| 507 | Scoping | 72 days | Tue 31/08/21 | Wed 08/12/21 | | | | | |
| 508 | Initial assessment phase | 5 days | Tue 31/08/21 | Mon 06/09/21 | | IT and Systems, Operational Delivery, Assessment and Development, Quality Delivery | | | |
| 509 | Review options | 20 days | Tue 07/09/21 | Mon 04/10/21 | 508 | IT and Systems, Operational Delivery, Assessment and Development, Quality Delivery | | | |
| 510 | Gap and impact analysis | 10 days | Tue 05/10/21 | Mon 18/10/21 | 509 | IT and Systems, Operational Delivery, Assessment and Development, Quality Delivery | | | |
| 511 | High level requirements | 22 days | Tue 19/10/21 | Wed 17/11/21 | 510 | IT and Systems, Operational Delivery, Assessment and Development, Quality Delivery | | | |
| 512 | High level requirements approved | 15 days | Thu 18/11/21 | Wed 08/12/21 | 511 | IT and Systems | | | |
| 513 | Design | 36 days | Thu 09/12/21 | Thu 27/01/22 | | | | | |
| 514 | High level design document | 21 days | Thu 09/12/21 | Thu 06/01/22 | 512 | IT and Systems | | | |
| 515 | Design approved | 15 days | Fri 07/01/22 | Thu 27/01/22 | 514 | IT and Systems | | | |
| 516 | Development | 88 days | Fri 28/01/22 | Tue 31/05/22 | | | | | |
| 517 | Low level design | 40 days | Fri 28/01/22 | Thu 24/03/22 | 515 | IT and Systems | | | |
| 518 | System build | 40 days | Fri 25/03/22 | Thu 19/05/22 | 517 | IT and Systems | | | |
| 519 | Unit test | 8 days | Fri 20/05/22 | Tue 31/05/22 | 518 | IT and Systems | | | |
| 520 | Development complete | 0 days | Tue 31/05/22 | Tue 31/05/22 | 519 | IT and Systems | | | |
| 521 | Testing | 56 days | Wed 01/06/22 | Wed 17/08/22 | | | | | |
| 522 | Integration Testing | 15 days | Wed 01/06/22 | Tue 21/06/22 | 520 | IT and Systems | | | |
| 523 | User Acceptance Testing | 21 days | Wed 22/06/22 | Wed 20/07/22 | 522 | IT and Systems, Industry and Stakeholder Engagement, Operational Delivery, Assessment and Development, Quality Delivery | | | |
| 524 | Regression Testing | 15 days | Thu 21/07/22 | Wed 10/08/22 | 523 | IT and Systems | | | |
| 525 | Performance Testing | 5 days | Thu 11/08/22 | Wed 17/08/22 | 524 | IT and Systems | | | |
| 526 | Testing complete | 0 days | Wed 17/08/22 | Wed 17/08/22 | 525 | IT and Systems | | | |
| 527 | Go live | 15 days | Mon 03/10/22 | Fri 21/10/22 | | | | | |
| 528 | Promote change to Production | 5 days | Mon 03/10/22 | Fri 07/10/22 | 526 | IT and Systems | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|------------------|---------------------|---------------------|--------------|---|----------------|----------------------------|--------------------|
| 529 | Operate phase | 10 days | Mon 10/10/22 | Fri 21/10/22 | 528 | IT and Systems | | | |
| 530 | System changes live | 0 days | Fri 21/10/22 | Fri 21/10/22 | 529 | IT and Systems | | | |
| 531 | Delivering the Service | 1415 days | Fri 01/09/23 | Thu 01/02/29 | | | | | |
| 532 | Year 1 | 282 days | Fri 01/09/23 | Mon 30/09/24 | | | | | |
| 533 | Key Date: Final timetable (Assessment Timetable issued) | 30 days | Fri 19/01/24 | Thu 29/02/24 | 545 | | | SR2.2, 5.1 | |
| 534 | Key Date: Submit TQ Registration data to the Authority | 22 days | Wed 01/11/23 | Thu 30/11/23 | | | | SR6.1, 9.1 | |
| 535 | Key Date: Deadline for entries for assessments by Approved Providers | 1 day | Mon 19/02/24 | Mon 19/02/24 | 558FF | | | SR6.1 | |
| 536 | Key Date: Final date for submitting Reasonable Adjustment requests to the Supplier by Approved Providers | 5 days | Mon 19/02/24 | Fri 23/02/24 | | | | SR2.4 | |
| 537 | Key Date: Final date for submitting Special Consideration requests to the Supplier | 1 day | Mon 13/05/24 | Mon 13/05/24 | | | | SR2.5 | |
| 538 | Key Date: Assessments take place (and shared with the Authority) | 30 days | Wed 01/05/24 | Tue 11/06/24 | 572SS,573S | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7, 8 |
| 539 | Key Date: Restricted release of TQ results to Approved Providers by the Authority | 5 days | Mon 19/08/24 | Fri 23/08/24 | | | | SR7.1, 9.1 | KPI 10 |
| 540 | Key Date: Release of results to Students by the Authority | 5 days | Tue 20/08/24 | Mon 26/08/24 | 539SS+1 day | | | SR7.1, 9.1 | KPI 10 |
| 541 | Key Date: Release of more detailed TQ results data from the Supplier | 5 days | Wed 21/08/24 | Tue 27/08/24 | 540SS+1 day | | | SR7.1, 9.1 | KPI 10 |
| 542 | Key Date: Appeals and assessment review requests made | 5 days | Mon 16/09/24 | Fri 20/09/24 | | | | SR8.1, 8.2 | KPI 11 |
| 543 | Produce timetable | 100 days | Fri 01/09/23 | Thu 18/01/24 | | | | SR2.2, 5.1 | |
| 544 | Work with other AOs re timetable | 70 days | Fri 01/09/23 | Thu 07/12/23 | | Assessment and Development | | | |
| 545 | Draft timetable available | 30 days | Fri 08/12/23 | Thu 18/01/24 | 544 | Assessment and Development, Operational Delivery | | | |
| 546 | Provider Bookings& Admin | 177 days | Fri 01/09/23 | Mon 06/05/24 | | | | SR6.1, 9.1 | |
| 547 | Provider registrations | 129 days | Fri 01/09/23 | Wed 28/02/24 | | | | SR6.1, 9.1 | KPIs 3, 4, 5, & 12 |
| 548 | Registration booking window | 129 days | Fri 01/09/23 | Wed 28/02/24 | | | | | |
| 549 | Provider Registration Expected | 45 days | Fri 01/09/23 | Thu 02/11/23 | | Operational Delivery, First Line Customer Support | | | |
| 550 | Late | 44 days | Fri 03/11/23 | Wed 03/01/24 | 549 | Operational Delivery, First Line Customer Support | | | |
| 551 | Very late | 40 days | Thu 04/01/24 | Wed 28/02/24 | 550 | Operational Delivery, First Line Customer Support | | | |
| 552 | Registrations Amendments | 129 days | Fri 01/09/23 | Wed 28/02/24 | | | | | |
| 553 | Expected | 45 days | Fri 01/09/23 | Thu 02/11/23 | | Operational Delivery, First Line Customer Support | | | |
| 554 | Late | 44 days | Fri 03/11/23 | Wed 03/01/24 | 553 | Operational Delivery, First Line Customer Support | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|-----------------|---------------------|---------------------|--------------|---|----------------|----------------------------|----------|
| 555 | Very late | 40 days | Thu 04/01/24 | Wed 28/02/24 | 554 | Operational Delivery, First Line Customer Support | | SR2.2, 6.1, 9.1 | |
| 556 | Provider Assessment Entries | 177 days | Fri 01/09/23 | Mon 06/05/24 | | | | | |
| 557 | Assessment booking window opens | 176 days | Fri 01/09/23 | Fri 03/05/24 | | | | | |
| 558 | Provider Assessment Expected Entries | 122 days | Fri 01/09/23 | Mon 19/02/24 | | Operational Delivery, First Line Customer Support | | | |
| 559 | Late Entries | 44 days | Tue 20/02/24 | Fri 19/04/24 | 558 | Operational Delivery, First Line Customer Support | | | |
| 560 | Very late | 10 days | Mon 22/04/24 | Fri 03/05/24 | 559 | Operational Delivery, First Line Customer Support | | | |
| 561 | Assessment Amendments | 177 days | Fri 01/09/23 | Mon 06/05/24 | | | | | |
| 562 | Expected Entries | 123 days | Fri 01/09/23 | Tue 20/02/24 | | Operational Delivery, First Line Customer Support | | | |
| 563 | Late Entries | 44 days | Wed 21/02/24 | Mon 22/04/24 | 562 | Operational Delivery, First Line Customer Support | | | |
| 564 | Very late | 10 days | Tue 23/04/24 | Mon 06/05/24 | 563 | Operational Delivery, First Line Customer Support | | | |
| 565 | Cancellations | 160 days | Fri 01/09/23 | Thu 11/04/24 | | | | SR6.1, 9.1 | |
| 566 | Registration Cancellations (on time) | 94 days | Fri 01/09/23 | Wed 10/01/24 | | Operational Delivery, First Line Customer Support | | | |
| 567 | Registration Cancellation (late) | 15 days | Thu 11/01/24 | Wed 31/01/24 | 566 | Operational Delivery, First Line Customer Support | | | |
| 568 | Entries Cancellations (on time) | 120 days | Fri 01/09/23 | Thu 15/02/24 | | Operational Delivery, First Line Customer Support | | | |
| 569 | Entries Cancellation (late) | 40 days | Fri 16/02/24 | Thu 11/04/24 | 568 | Operational Delivery, First Line Customer Support | | | |
| 570 | Exam Paper Delivery | 30 days | Mon 15/04/24 | Fri 24/05/24 | | Operational Delivery | | | |
| 571 | Assessments | 30 days | Wed 01/05/24 | Tue 11/06/24 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 572 | Core Exam (Paper/Evolve) | 30 days | Wed 01/05/24 | Tue 11/06/24 | | Operational Delivery, Assessment and Development | | | |
| 573 | Employer Set-Project - submission window | 30 days | Wed 01/05/24 | Tue 11/06/24 | | Operational Delivery, Assessment and Development | | | |
| 574 | Grading & Awarding | 73 days | Thu 02/05/24 | Mon 12/08/24 | 571SS+1 day | | | SR3.1, 7.1, 8.1, 8.2 | KPI 7, 8 |
| 575 | Script Return & Scanning | 39 days | Thu 02/05/24 | Tue 25/06/24 | | Operational Delivery | | | |
| 576 | Standardisation Examination | 30 days | Thu 02/05/24 | Wed 12/06/24 | | Assessment and Development | | | |
| 577 | Standardisation Employer-set Project | 30 days | Thu 02/05/24 | Wed 12/06/24 | | Assessment and Development | | | |
| 578 | Marking & Sampling | 44 days | Thu 02/05/24 | Tue 02/07/24 | | Assessment and Development | | | KPI 8 |
| 579 | Awarding & review panels | 34 days | Wed 26/06/24 | Mon 12/08/24 | 575 | Assessment and Development | | | KPI 8 |
| 580 | Result release | 1 day | Wed 03/07/24 | Wed 03/07/24 | 578,577 | Operational Delivery, Assessment and Development | | | KPI 10 |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|-----------------|---------------------|---------------------|--------------|--|----------------|----------------------------|----------|
| 581 | Appeals window opens | 1 day | Thu 04/07/24 | Thu 04/07/24 | 580 | Regulation and Compliance | | | KPI 11 |
| 582 | Quality assurance activities (approval revisit - exam audit) | 261 days | Fri 01/09/23 | Fri 30/08/24 | | Quality Delivery, Quality Assurance | | | |
| 583 | Moderation visits (if required) | 86 days | Thu 01/02/24 | Thu 30/05/24 | | Quality Delivery, Quality Assurance | | | |
| 584 | Assessment window for retakes and second series (TBC) | 44 days | Thu 04/07/24 | Tue 03/09/24 | 578,580 | Operational Delivery, Assessment and Development | | | |
| 585 | Annual review of qualification and service performance | 21 days | Mon 02/09/24 | Mon 30/09/24 | | Industry and Stakeholder Engagement, Operational Delivery, Project Management, Assessment and Development, Quality Assurance, Quality Delivery, First Line Customer Support, Regulation and Compliance | | | KPI 12 |
| 586 | Annual penetration testing performance | 21 days | Mon 02/09/24 | Mon 30/09/24 | | IT and Systems | | | KPI 12 |
| 587 | Year 2 | 369 days | Mon 02/09/24 | Thu 29/01/26 | | | | | |
| 588 | Key Date: Final timetable (Assessment Timetable issued) | 5 days | Mon 24/02/25 | Fri 28/02/25 | 601SS | | | SR2.2, 5.1 | |
| 589 | Key Date: Submit TQ Registration data to the Authority | 21 days | Fri 01/11/24 | Fri 29/11/24 | | | | SR6.1, 9.1 | |
| 590 | Key Date: Deadline for entries for assessments by Approved Providers | 1 day | Wed 19/02/25 | Wed 19/02/25 | 614FF | | | SR6.1 | |
| 591 | Key Date: Final date for submitting Reasonable Adjustment requests to the Supplier by Approved Providers | 5 days | Mon 17/02/25 | Fri 21/02/25 | | | | SR.2.4 | |
| 592 | Key Date: First date for submitting Special Consideration requests to the Supplier | 1 day | Mon 12/05/25 | Mon 12/05/25 | | | | SR2.5 | |
| 593 | Key Date: Assessments take place (and shared with the Authority) | 30 days | Mon 12/05/25 | Fri 20/06/25 | 628SS,629S | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7, 8 |
| 594 | Key Date: Restricted release of TQ results to Approved Providers by the Authority | 5 days | Mon 18/08/25 | Fri 22/08/25 | | | | SR7.1, 9.1 | KPI 10 |
| 595 | Key Date: Release of results to Students by the Authority | 5 days | Tue 19/08/25 | Mon 25/08/25 | 594SS+1 day | | | SR7.1, 9.1 | KPI 10 |
| 596 | Key Date: Release of more detailed TQ results data from the Supplier | 5 days | Wed 20/08/25 | Tue 26/08/25 | 595SS+1 day | | | SR7.1, 9.1 | KPI 10 |
| 597 | Key Date: Appeals and assessment review requests made | 5 days | Mon 15/09/25 | Fri 19/09/25 | | | | SR8.1, 8.2 | KPI 11 |
| 598 | Key Date: Certificates issued by Authority | 5 days | Mon 24/11/25 | Fri 28/11/25 | | | | SR7.1 | |
| 599 | Produce timetable | 100 days | Mon 02/09/24 | Fri 17/01/25 | | | | SR2.2, 5.1 | |
| 600 | Work with other AOs re timetable | 70 days | Mon 02/09/24 | Fri 06/12/24 | | Assessment and Development | | | |
| 601 | Timetable available | 30 days | Mon 09/12/24 | Fri 17/01/25 | 600 | Assessment and Development, Operational Delivery | | | |
| 602 | Provider Bookings& Admin | 177 days | Mon 02/09/24 | Tue 06/05/25 | | | | SR6.1, 9.1 | |
| 603 | Provider Registrations | 129 days | Mon 02/09/24 | Thu 27/02/25 | | | | SR6.1, 9.1 | |
| 604 | Registration booking window | 129 days | Mon 02/09/24 | Thu 27/02/25 | | | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|---|-----------------|---------------------|---------------------|--------------|---|---|----------------------------|-------|
| 605 | Provider Registration Expected | 45 days | Mon 02/09/24 | Fri 01/11/24 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 606 | Late | 44 days | Mon 04/11/24 | Thu 02/01/25 | 605 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 607 | Very late | 40 days | Fri 03/01/25 | Thu 27/02/25 | 606 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 608 | Registrations Amendments | 129 days | Mon 02/09/24 | Thu 27/02/25 | | | | | |
| 609 | Expected | 45 days | Mon 02/09/24 | Fri 01/11/24 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 610 | Late | 44 days | Mon 04/11/24 | Thu 02/01/25 | 609 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 611 | Very late | 40 days | Fri 03/01/25 | Thu 27/02/25 | 610 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 612 | Provider Assessment Entries | 177 days | Mon 02/09/24 | Tue 06/05/25 | | | | SR2.2, 6.1, 9.1 | |
| 613 | Assessment booking window opens | 177 days | Mon 02/09/24 | Tue 06/05/25 | | | | | |
| 614 | Provider Assessment Expected Entries | 123 days | Mon 02/09/24 | Wed 19/02/25 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 615 | Late Entries | 44 days | Thu 20/02/25 | Tue 22/04/25 | 614 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 616 | Very late | 10 days | Wed 23/04/25 | Tue 06/05/25 | 615 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 617 | Assessment Amendments | 177 days | Mon 02/09/24 | Tue 06/05/25 | | | | | |
| 618 | Expected Entries | 123 days | Mon 02/09/24 | Wed 19/02/25 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 619 | Late Entries | 44 days | Thu 20/02/25 | Tue 22/04/25 | 618 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 620 | Very late | 10 days | Wed 23/04/25 | Tue 06/05/25 | 619 | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 621 | Cancellations | 120 days | Mon 02/09/24 | Fri 14/02/25 | | | | SR6.1, 9.1 | |
| 622 | Registration Cancellations (on time) | 94 days | Mon 02/09/24 | Thu 09/01/25 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 623 | Registration Cancellation (late) | 15 days | Mon 02/09/24 | Fri 20/09/24 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 624 | Entries Cancellations (on time) | 120 days | Mon 02/09/24 | Fri 14/02/25 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 625 | Entries Cancellation (late) | 40 days | Mon 02/09/24 | Fri 25/10/24 | | Operational Delivery, First Line Customer Support | Anthony Atkinson,Liz Brownsword/Gillian Stein,Operational Delivery ,First Line Customer | | |
| 626 | Exam Paper Delivery | 30 days | Tue 15/04/25 | Mon 26/05/25 | | Operational Delivery | Operational Delivery | | |
| 627 | Assessments | 35 days | Thu 01/05/25 | Wed 18/06/25 | | | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 628 | Core Exam (Paper/Evolve) | 35 days | Thu 01/05/25 | Wed 18/06/25 | | Operational Delivery, Assessment and Development | Operational Delivery ,Danny Fitzgerald,Gary Cole,Davina Loyal | | |
| 629 | Employer Set-Project - submission window | 35 days | Thu 01/05/25 | Wed 18/06/25 | | Operational Delivery, Assessment and Development | Danny Fitzgerald,Gary Cole,Operational Delivery ,Davina Loyal | | |
| 630 | Occupational Specialism - submission window | 35 days | Thu 01/05/25 | Wed 18/06/25 | | Operational Delivery, Assessment and Development | Danny Fitzgerald,Gary Cole,Operational Delivery ,Davina Loyal | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|-----------------|---------------------|---------------------|--------------|--|----------------|----------------------------|----------|
| 631 | Grading & Awarding | 73 days | Fri 02/05/25 | Tue 12/08/25 | 627SS+1 day | | | SR3.1, 7.1, 8.1, 8.2 | KPI 7, 8 |
| 632 | Script Return & Scanning | 39 days | Fri 02/05/25 | Wed 25/06/25 | | Operational Delivery | | | |
| 633 | Standardisation Examination | 30 days | Fri 02/05/25 | Thu 12/06/25 | | Assessment and Development | | | |
| 634 | Standardisation Employer-set Project | 30 days | Fri 02/05/25 | Thu 12/06/25 | | Assessment and Development | | | |
| 635 | Standardisation Occupational Specialism | 30 days | Fri 02/05/25 | Thu 12/06/25 | | Assessment and Development | | | |
| 636 | Marking & Sampling | 44 days | Fri 02/05/25 | Wed 02/07/25 | | Assessment and Development | | | KPI 8 |
| 637 | Awarding & review panels | 34 days | Thu 26/06/25 | Tue 12/08/25 | 632 | Operational Delivery, Assessment and Development | | | |
| 638 | Result release | 1 day | Fri 13/06/25 | Fri 13/06/25 | 634,635 | Operational Delivery | | | KPI 10 |
| 639 | Appeals window opens | 1 day | Thu 19/06/25 | Thu 19/06/25 | 630,638 | Regulation and Compliance | | | KPI 11 |
| 640 | Quality assurance activities (approval revisit - exam audit) | 260 days | Mon 02/09/24 | Fri 29/08/25 | | Quality Delivery, Quality Assurance | | | |
| 641 | Moderation visits (if required) | 85 days | Mon 03/02/25 | Fri 30/05/25 | | Quality Delivery, Quality Assurance | | | |
| 642 | Assessment window for retakes and second series (TBC) | 44 days | Mon 01/12/25 | Thu 29/01/26 | | Operational Delivery, Assessment and Development | | | |
| 643 | Annual review of qualification and service performance | 21 days | Fri 01/08/25 | Fri 29/08/25 | | Industry and Stakeholder Engagement, Operational Delivery, Project Management, Assessment and Development, Quality Assurance, Quality Delivery, First Line Customer Support, Regulation and Compliance | | | KPI 12 |
| 644 | Annual penetration testing performance | 21 days | Fri 01/08/25 | Fri 29/08/25 | | IT and Systems | | | KPI 12 |
| 645 | Year 3 | 371 days | Mon 01/09/25 | Mon 01/02/27 | | | | | |
| 646 | Produce timetable | 100 days | Mon 01/09/25 | Fri 16/01/26 | | Assessment and Development | | SR2.2, 5.1 | |
| 647 | Provider Bookings & Admin | 177 days | Mon 01/09/25 | Tue 05/05/26 | | Operational Delivery, First Line Customer Support | | SR6.1, 9.1 | |
| 648 | Assessment Sitting/ Submission | 30 days | Fri 01/05/26 | Thu 11/06/26 | | Assessment and Development, Operational Delivery | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 649 | Grading & Awarding | 73 days | Mon 04/05/26 | Wed 12/08/26 | 648SS+1 day | Assessment and Development, Operational Delivery | | SR3.1 | KPI 7, 8 |
| 650 | Key Date: Certificates issued by Authority | 5 days | Mon 02/11/26 | Fri 06/11/26 | | Authority | | SR7.1 | |
| 651 | Moderation visits (if required) | 85 days | Mon 02/02/26 | Fri 29/05/26 | | Quality Delivery, Quality Assurance | | | |
| 652 | Quality assurance activities (approval revisit - exam audit) | 261 days | Mon 01/09/25 | Mon 31/08/26 | | Quality Delivery, Quality Assurance | | | |
| 653 | Assessment window for retakes and second series (TBC) | 45 days | Tue 01/12/26 | Mon 01/02/27 | | Operational Delivery, Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|-----------------|---------------------|---------------------|--------------|--|----------------|----------------------------|----------|
| 654 | Annual review of qualification and service performance | 21 days | Mon 03/08/26 | Mon 31/08/26 | | Industry and Stakeholder Engagement, Operational Delivery, Project Management, Assessment and Development, Quality Assurance, Quality Delivery, First Line Customer Support, Regulation and Compliance | | | KPI 12 |
| 655 | Annual penetration testing performance | 21 days | Mon 03/08/26 | Mon 31/08/26 | | IT and Systems | | | KPI 12 |
| 656 | Year 4 | 371 days | Tue 01/09/26 | Tue 01/02/28 | | | | | |
| 657 | Produce timetable | 100 days | Tue 01/09/26 | Mon 18/01/27 | | Assessment and Development | | SR2.2, 5.1 | |
| 658 | Provider Bookings & Admin | 177 days | Tue 01/09/26 | Wed 05/05/27 | | Operational Delivery, First Line Customer Support | | SR6.1, 9.1 | |
| 659 | Assessment Sitting/ Submission | 30 days | Mon 03/05/27 | Fri 11/06/27 | | Assessment and Development, Operational Delivery | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 660 | Grading & Awarding | 73 days | Tue 04/05/27 | Thu 12/08/27 | 659SS+1 day | Assessment and Development, Operational Delivery | | SR3.1 | KPI 7, 8 |
| 661 | Key Date: Certificates issued by Authority | 5 days | Mon 01/11/27 | Fri 05/11/27 | | Authority | | SR7.1 | |
| 662 | Quality assurance activities (approval revisit - exam audit) | 261 days | Tue 01/09/26 | Tue 31/08/27 | | Quality Delivery, Quality Assurance | | | |
| 663 | Moderation visits (if required) | 86 days | Mon 01/02/27 | Mon 31/05/27 | | Quality Delivery, Quality Assurance | | | |
| 664 | Assessment window for retakes and second series (TBC) | 45 days | Wed 01/12/27 | Tue 01/02/28 | | Operational Delivery, Assessment and Development | | | |
| 665 | Annual review of qualification and service performance | 22 days | Mon 02/08/27 | Tue 31/08/27 | | Industry and Stakeholder Engagement, Operational Delivery, Project Management, Assessment and Development, Quality Assurance, Quality Delivery, First Line Customer Support, Regulation and Compliance | | | KPI 12 |
| 666 | Annual penetration testing performance | 22 days | Mon 02/08/27 | Tue 31/08/27 | | IT and Systems | | | KPI 12 |
| 667 | Year 5 | 372 days | Wed 01/09/27 | Thu 01/02/29 | | | | | |
| 668 | Produce timetable | 100 days | Wed 01/09/27 | Tue 18/01/28 | | Assessment and Development | | SR2.2, 5.1 | |
| 669 | Provider Bookings & Admin | 177 days | Wed 01/09/27 | Thu 04/05/28 | | Operational Delivery, First Line Customer Support | | SR6.1, 9.1 | |
| 670 | Assessment Sitting/ Submission | 30 days | Mon 01/05/28 | Fri 09/06/28 | | Assessment and Development, Operational Delivery | | SR2.1, 2.2, 2.3, 2.4, 2.5, | KPI 7 |
| 671 | Grading & Awarding | 73 days | Tue 02/05/28 | Thu 10/08/28 | 670SS+1 day | Assessment and Development, Operational Delivery | | SR3.1 | KPI 7, 8 |
| 672 | Key Date: Certificates issued by Authority | 5 days | Wed 01/11/28 | Tue 07/11/28 | | Authority | | SR7.1 | |
| 673 | Quality assurance activities (approval revisit - exam audit) | 261 days | Wed 01/09/27 | Wed 30/08/28 | | Quality Delivery, Quality Assurance | | | |
| 674 | Moderation visits (if required) | 87 days | Tue 01/02/28 | Wed 31/05/28 | | Quality Delivery, Quality Assurance | | | |
| 675 | Assessment window for retakes and second series (TBC) | 45 days | Fri 01/12/28 | Thu 01/02/29 | | Operational Delivery, Assessment and Development | | | |

| ID | Task Name | Duration | Start | Finish | Predecessors | Workstreams | Resource Names | Service Requirement | KPI |
|-----|--|----------|--------------|--------------|--------------|--|----------------|---------------------|--------|
| 676 | Annual review of qualification and service performance | 22 days | Tue 01/08/28 | Wed 30/08/28 | | Industry and Stakeholder Engagement, Operational Delivery, Project Management, Assessment and Development, Quality Assurance, Quality Delivery, First Line Customer Support, Regulation and Compliance | | | KPI 12 |
| 677 | Annual penetration testing performance | 22 days | Tue 01/08/28 | Wed 30/08/28 | | IT and Systems | | | KPI 12 |
| 678 | Repeat relevant delivery activities to contract end 31/08/29 e.g. for resits | 0 days | Fri 01/09/28 | Fri 01/09/28 | | | | | |

Schedule 3

Resource Plan



(REDACTED)

Q10.8 Readiness plan to Milestone 1 for Lot 6 Agriculture, Environment and Animal Care: Agriculture, Land Management and Productivity

Please refer to the 'Instructions' tab for details on how to complete this section

[Redacted content]

Q10.8 Attachment Template

Please refer to the 'instructions' tab for instructions on how to complete this section

Proposed Team & Responsibilities

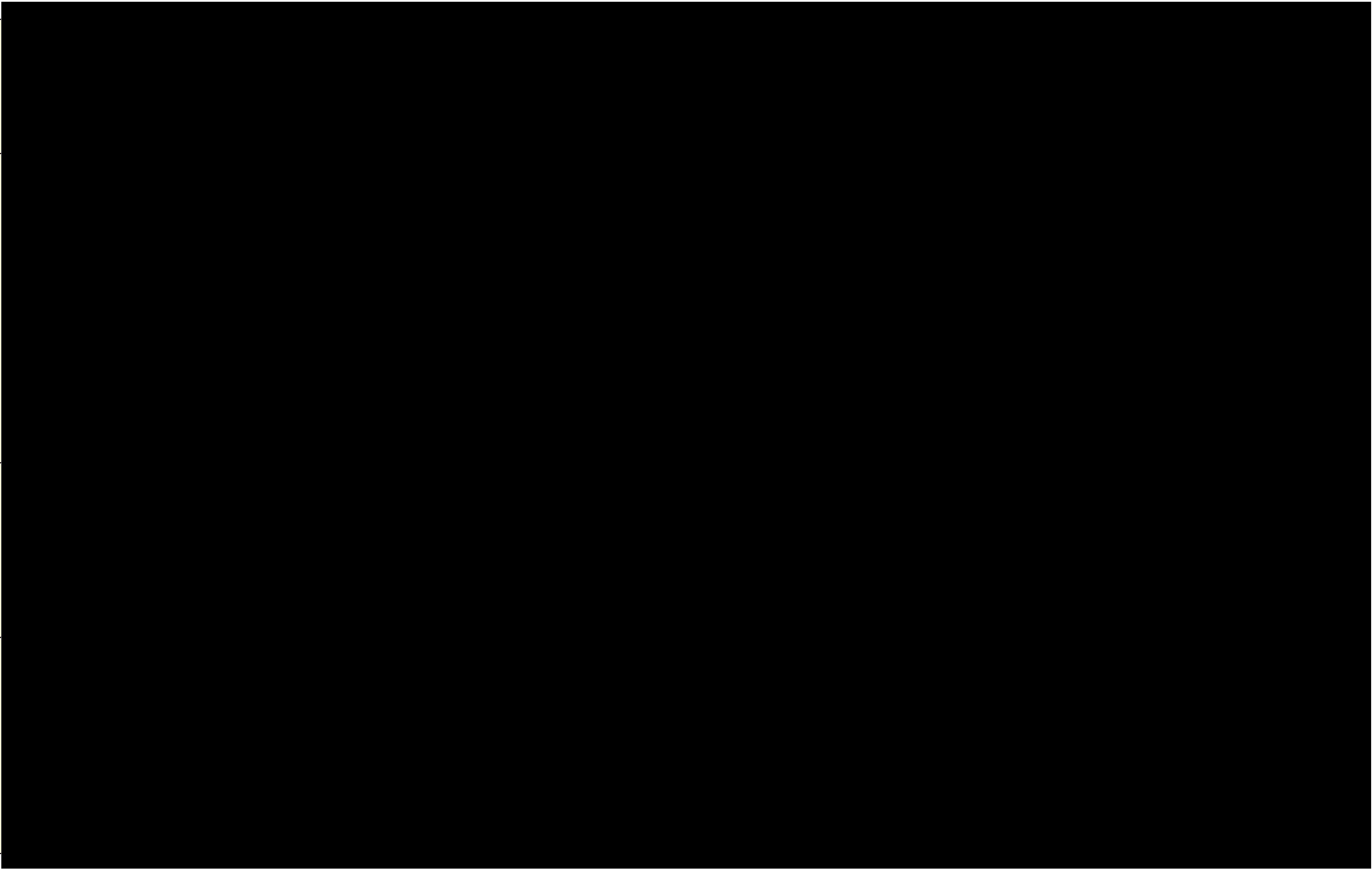
| Criteria |
|---|
| Who has responsibility for management of the Resource Plan and how the Resource Plan will be monitored, updated and linked to the Implementation Plan at all times? |
| How will you ensure that, to the extent that your resourcing proposal includes the use of Sub-Contractors and/or a Group of Economic Operators, all of the relevant resourcing requirements will be met through your proposed structure and resourcing plans? |

Resourcing and Readiness

| Criteria |
|----------|
|----------|

| |
|---|
| <p>Set out your resourcing and underlying processes. These should focus on:</p> <p><u>Resourcing</u>: how you will scale appropriately to ensure you can resource the Contract with all internal and external resources listed in your Resource Plan, explaining</p> <p>i) how Business As Usual activity and any other pipeline projects will be adequately resourced to ensure no detrimental effect; ii) any adverse impact on the availability of the proposed team resulting from concurrent work on T Level Contract(s) from previous Waves; iii) any adverse impact on the availability of the proposed team resulting from winning more than one T Level Contract in the current Wave.</p> |
| <p>Set out your readiness strategy and underlying processes. These should focus on:</p> <p><u>Readiness</u>: how you will scale appropriately to ensure the team listed in your Resource Plan is ready to start at the beginning of each phase of your TQ programme timetable, explaining</p> <p>i) how Business As Usual activity and any other pipeline projects will be adequately resourced to ensure no detrimental effect; ii) any adverse impact on the availability of the proposed team resulting from concurrent work on T Level Contract(s) from previous Waves; iii) any adverse impact on the availability of the proposed team resulting from winning more than one T Level Contract in the current Wave.</p> |
| <p>What contingency plans do you have in place in the event that resources have been underestimated?</p> |

| |
|--|
| How will you address the retention of resources and expertise throughout the Contract term? |
| How will you ensure that the existence of any existing commitments or business and/or pipeline business (e.g. in the event of winning more than one Lot, or other work in your organisation) will not result in any diminution in the standard of your performance of the Contract, if you are successful? |
| What controls do you have in place so that you will keep your resource requirements and your strategy for securing them under review? Who has responsibility for this? |
| What process will you use to report on progress in due course to the right level of stakeholders, to raise effectively delays or concerns and propose resolution plans to mitigate concerns and delays? |



Schedule 5

TQ Risk Register

[REDACTED]

(REDACTED)

Schedule 5

AQ9.1 - Q10.8 Supplier Responses



(REDACTED)

Schedule 5

Q9.5 Grading and Awarding Structure



(REDACTED)

Schedule 5

Q10.4 Internal Quality Assurance Process

[REDACTED] (REDACTED)

Schedule 5

Q10.2 Management and Governance

 (REDACTED)

Schedule 5

Q10.2 Escalation Process Flow

[REDACTED] (REDACTED)

Schedule 5

Q10.2 Issue Log

 (REDACTED)

Schedule 5

Clarifications

 (REDACTED)

Schedule 6

Pricing Schedule



(REDACTED)

Schedule 7

List of Key Personnel

[REDACTED]

(REDACTED)

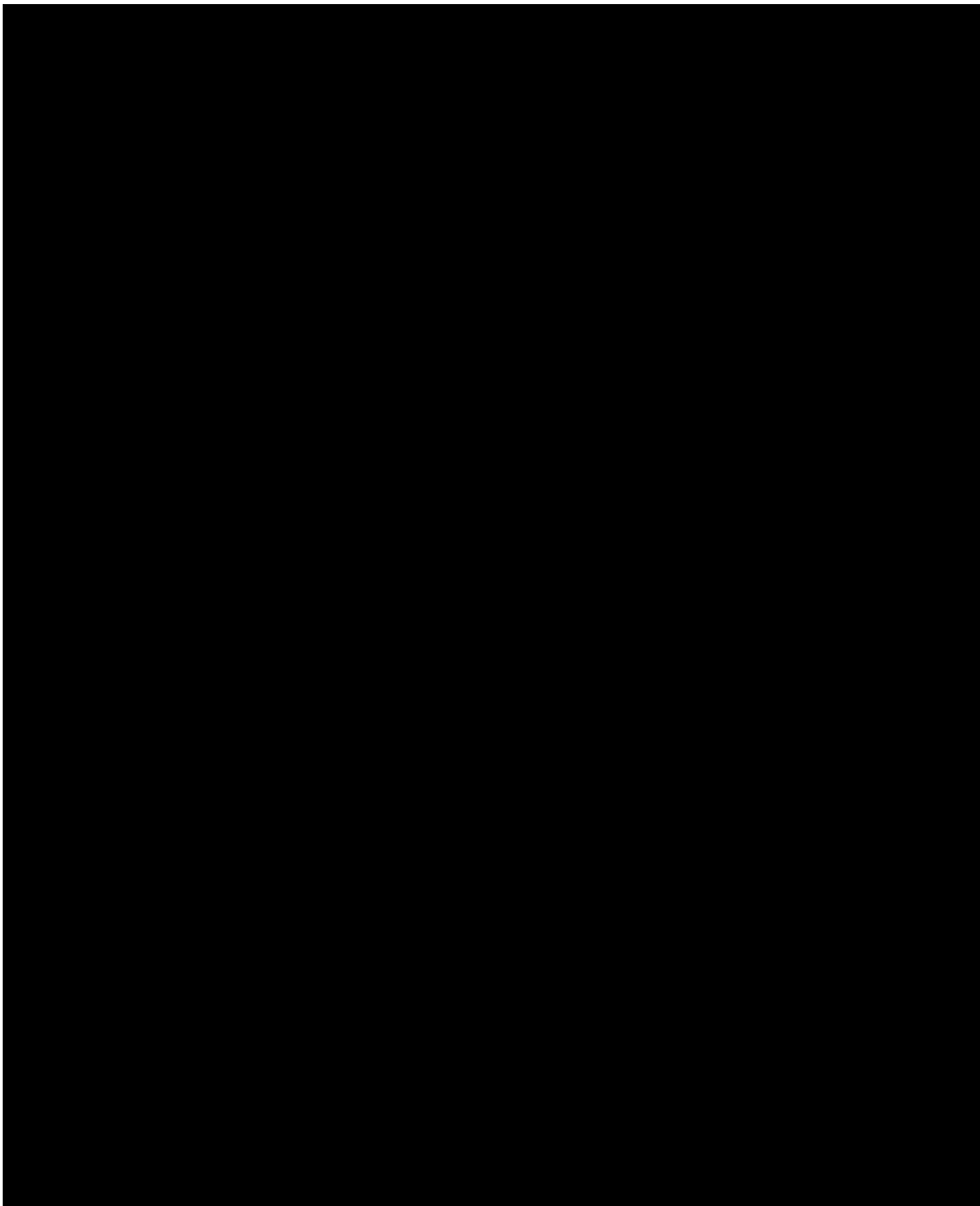
Schedule 8

Key Sub-Contractors



Annex 1 to Schedule 8

Key Subcontractors (REDACTED)



Schedule 10

Business Continuity



REDACTED

Schedule 12

Exit Plan

 (REDACTED)

Schedule 12

Exit Plan



(REDACTED)

Schedule 16

T Level Branding Guidelines

S16_T_Level_Branding_Guidelines

T Level Branding Guidelines

(October 2020)

T Level Branding Guidelines

1 Introduction

- 1.1 T Levels are positioned as a high-quality technical qualification for 16 to 19-year olds which is approved and managed by the Institute for Apprenticeships and Technical Education (the 'Institute'). The T Level brand has been devised to ensure that Government, Awarding Organisations, Employers, Suppliers, Providers (schools and colleges), Students, and others involved with the qualification, support and promote T Levels in a positive manner that inspires confidence.
- 1.2 The Institute's T Level Branding Guidelines, including supporting annexes (the 'Guidelines') are essential reference material for all Suppliers responsible for the delivery of the Technical Qualification (TQ) component of the T Level qualification.
- 1.3 For simplicity, the registered trade marks associated with the T Level brand are referred to in the Guidelines as the 'T Level Marks' and are as follows:
 - ❖ The word 'T Level';
 - ❖ The Department for Education's (DfE's) 'T Level' logo (in black);
 - ❖ The Institute's name and accompanying flower logo (in blue); and
 - ❖ the respective Supplier's corporate name and logo.
- 1.4 These Guidelines set out essential information as to how the T Levels Marks should be used in: a) TQ materials and b) other T Level communications including for marketing, advertising and promotional purposes.
- 1.5 These Guidelines are subject to reasonable development. They adopt many of the general principles which apply in relation to good branding practice, and where they are developed further the Institute intends that they will, in terms of general principles, be similar in many respects to commonly used branding guidelines.

2 General principles for use of the T Level Marks

- 2.1 When using the T Level Marks, Suppliers (and any other authorised users, such as Providers) must comply with these Guidelines (in addition to any other requirements of the TQ Contract.
- 2.2 The T Level Marks must be used by Suppliers on the front/landing/home page **only** of all key TQ documents and supporting resources, in accordance with and in the form set out at **Annex 1**.
- 2.3 Nothing in these Guidelines is intended to restrict the use of the text mark 'T Level' where that use is necessary to indicate the intended purpose of a product or service and is in accordance with honest practices in industrial or commercial matters. (This does not apply, unless authorised and used in accordance with these Guidelines, to the use of the T Level logo.)
- 2.4 By way of example, use to describe the relevance or purpose of a text book or support materials for a specific technical education qualification forming part of a T Level is generally acceptable, but any such use which is liable to confuse third parties as to whether the relevant T Level is approved, managed or otherwise controlled by a party other than the Institute, or that the text book or support materials are approved by the Institute would not be acceptable.
- 2.5 The Secretary of State for Education, or the Institute under delegation by the Secretary of State for Education, shall have the exclusive power to issue certificates of award and statements of achievement (and equivalent documents, excluding a breakdown of attainment) within the T Level Programme. It is intended that such documents will include the Supplier's name but not the Supplier's logo.
- 2.6 Suppliers must not issue any document bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement' or its substantial equivalent to which, or in respect of which, any T Level Mark is applied or used, or otherwise apply the T Level Marks to, or create an association with any T Level or TQ with any document or material bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement'" or its substantial equivalent.

- 2.7 Suppliers must use the T Level Marks on all *Mandatory Marked Materials* used in the operational delivery of the TQ. The documents classified as *Mandatory Marked Materials* are listed in **Annex 2**.
- 2.8 *Mandatory Marked Materials* should include a descriptive qualification name, as determined and/or mutually agreed by the Institute and the Supplier, in line with the TQ Contract and these Guidelines e.g. [technical qualification] in x Subject”.
- 2.9 Suppliers must ensure that it is clear that any T Level, or qualification associated with a T Level (such as the TQ), is a qualification approved and managed by the Institute.
- 2.10 T Level Marks must not be used on any materials which relate to a T Level or TQ which has been wholly or partly superseded, unless the material is equally prominently identified as such.
- 2.11 Suppliers must, on request from the Institute, submit copies of any material where their name or branding, or any other trade marks or branding are used and/or in association with a T Level or a TQ.
- 2.12 Suppliers must not promote that, or give the impression that, any of its other qualifications - similar or equivalent – are linked to the TQ or T Level qualification i.e. other Level 2, 3 or 4 qualifications.

3 Intellectual Property Rights (IPR) and the TQ Contract

- 3.1 Full details of Suppliers’ rights and responsibilities in respect of IPR are set out in the TQ Contract, and Suppliers should pay particularly close attention to clause 12 Intellectual Property Rights; Schedule 14 Form of Assignment and License; and Schedule 16 Logos and Trademarks – T Level Trade Mark Licence.
- 3.2 Providers engaged with the T Level qualification may use the T Level Marks but it is the responsibility of Suppliers to ensure that they comply with these Guidelines and the TQ Contract.
- 3.3 Suppliers should note that the T Level Marks are registered trade marks; any breach could lead to an action for trade mark infringement (as well as other consequences under the TQ Contract).

4 Advertising, marketing and promotion

- 4.1 Suppliers must ensure that any advertising, marketing and promotion products or services i.e. those activities outside the scope of the core TQ delivery component, do not undermine or diminish the reputation, image and prestige of the T Level Marks when used in any such aforementioned activity e.g. media advertising.
- 4.2 Suppliers may use the T Level Marks in relation to *Brand Licensed Products or Services* set out in **Annex 3**, in accordance with (and subject to) the terms of the TQ Contract and these Guidelines.
- 4.3 Suppliers must not give the impression that their visual identity is being used as a distinct brand, trade mark or designation of origin for any materials, including for activity defined as *Brand Licensed Products or Services*.

5 Style, positioning and form of T Level Marks

- 5.1 Suppliers must ensure that, except for the T Level Marks, no other trade marks, logos, banners or graphics are to be presented and/or affixed to any materials which relate to a T Level or TQ.

T Level Marks on TQ Materials

- 5.2 The T Level Marks should be included on the front page only of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.
- 5.3 The T Level Marks should be acknowledged on the final page of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.

T Level Marks on other T Level communications (including for marketing, advertising and promotional purposes)

Positioning/Layout:

- 5.4 T Level Marks may be represented in the form of a logo or graphic image ("**Logo Mark**"); or as an isolated word mark ("**Isolated Word Mark**"); or as a text or word

mark¹ used within relevant text (“**Text Mark**”) as described below. There are some common requirements in relation to each type of use (sections 6 to 8 - “No mixing”, “Prominence” and “Acknowledgements”) and some requirements which differ depending on the form in which Suppliers plan to use the mark (set out below).

5.5 Use of the word mark may also be made in oral form. The same principles should, so far as practicable, apply to oral use of any T Level Marks i.e. if appropriate, the respective changes being proposed are applied consistently.

5.6 Where it is used otherwise than in text form, the form in which the Supplier reproduces the logo or graphic should conform precisely to the logo and graphic forms designated by the Institute.

5.7 **Logo Mark:**

- Suppliers must use the Logo Mark in precisely the form and subject to any requirements set out in **Annex 1**;
- Suppliers must not change the colours, or skew, stretch or angle the logo, or distort, add a border or otherwise alter the logo in any way;
- Suppliers must ensure that the logos are always clearly separate from any other material, and in particular that it has a clear space surrounding the logos, as illustrated, specified or referenced at **Annex 1**.
- Suppliers must not resize the logo, unless resizing is permitted in accordance with these Guidelines.

5.8 **Isolated Word Mark**

- Suppliers must use the fonts and size ranges of font set out in or referenced in these Guidelines;
- Suppliers must use only the colours and weights set out in or referenced in these Guidelines;
- Suppliers must not use underlining;

¹ Text form includes in spoken text

- The words should have initial capitalisation (only) and no other punctuation etc. “T Level” is acceptable; “T LEVEL”, “T level” or T-Level” are not acceptable; and
- Suppliers must not use the Isolated Word Mark as a watermark.

5.9 Text Mark:

- Suppliers must use the Text Mark in the same font as the surrounding text; and
- Suppliers must acknowledge its first use in the text as noted under paragraph 5.15 (Acknowledgement) of these Guidelines.

No mixing/combination/background use

5.10 Suppliers must ensure that the T Level Marks are always clearly separate from any other trade mark or name used in the same document. In particular:

- Suppliers must not use their trade mark mixed or combined with any other trade mark or name such that they could be seen or understood to be part of a single trade mark. For example, “the Mrs Blogs [Supplier] T Level” would not be acceptable use; and
- Suppliers must not combine a T Level Mark into a single logo or something which might be seen to be have a unitary character. For example:



- The T Level Mark and a Supplier’s mark should not be combined into a single logo or something which might be seen to be have a unitary character. For example:



- There should always be a clear separation between the T Level Mark and any other mark used by Suppliers or on any documents, and, when used as a logo or graphic, Suppliers should take account of any requirements for separation set out in these Guidelines.

5.11 Any use of a name given to the qualification element of a T Level (including any use of “TQ” as a reference to part of a T Level) should also only be such that it is always a clearly separate mark or name from any other trade mark or name used in the same document with any other trade mark or trade name.

5.12 Suppliers must not place a T Level Mark against a background colour, pattern or picture except as specified below:

- as set out in or referenced in **Annex 1** or as otherwise agreed in writing by the Institute, or specified in these Guidelines; or
- with imagery which is of a purely illustrative character, and does not suggest any other source or business connection, and is appropriate to the context and brand identity, and allows the entire mark to be clearly visible more prominently than such imagery, and complies with any other limitations notified by the Institute in writing from time to time,

and in any event any imagery must be consistent with the overall brand identity and values of the T Level Marks and the T Level Programme, and not be liable to bring the T Level Marks or the T Level Programme into disrepute.

Prominence

5.13 Where Suppliers use the T Level Marks on material which carries other branding in conjunction with or in the same part of the material, the T Level Marks should be given at least equal prominence with the other branding. For example:

- it should appear in script of at least the same font size as the script of any Supplier’s trade mark, and where Suppliers use a logo covering at least the same overall surface area;
- the style used for the other mark should not lead to it being more prominent than the style used for the T Level Mark;

- the colouring used for the other mark should not draw more attention to it than the T Level Mark; and
- it should appear in at least as prominent a position.

5.14 Typically, use of one T Level Mark will not be regarded as ‘in conjunction’ with another mark when they are in separate distinct parts of the document, including for example, use of a Supplier’s letter head (one part) and use of the T Level Mark in the body of the letter (a separate part).

Acknowledgement

5.15 Subject to paragraph 5.16 of these Guidelines, where the T Level Marks are used in any document, Suppliers should place in the document reasonably prominently (so that it would reasonably be expected to come to the attention of the reader or addressee of the document) an acknowledgement that the Institute’s name and logo are registered trade marks of the Institute. For example:

- where the T Level Mark is used in the title or opening description of the document or in a manner intended to show that the document relates to a T Level or a TQ, by using a referenced footnote acknowledging that ‘T Level is a registered trade mark of the Institute’ or ‘Registered trade mark of the Institute for Apprenticeships and Technical Education’;
- where it is used in the text of a document, the first time it appears it should include a referenced footnote acknowledging that the ‘[Mark] is a registered trade mark of the Institute for Apprenticeships and Technical Education’ or ‘Registered trade mark of the Institute for Apprenticeships and Technical Education’;
- in each case the referenced footnote should, where practicable, appear in the same visual field as the use of the T Level Marks, or in other cases, where such notice would otherwise commonly be placed. For example, on the rear of a single page which is printed on both sides, on the rear of the front page of a booklet, or on the rear of the last page of a booklet; and
- where a Supplier’s or a Provider’s name or branding is also used in the document, the referenced footnote should also make clear that the T Level is a qualification approved and managed by the Institute, and that the Supplier is currently

authorised by the Institute to develop and deliver the qualification (and/or that the Provider offers or provides courses for part of the T Level, which is a qualification approved and managed by the Institute), as appropriate.

- 5.16 Where a reference is made to T Level in any document indirectly (for example with a description which is evidently a reference to a T Level or the TQ) in association with a Supplier (whether using a Supplier's name or otherwise), the document should make clear that the T Level and a TQ is a qualification approved and managed by the Institute.
- 5.17 No further acknowledgement is necessary where the use of the T Level Marks or a reference to a T Level or TQ is in a document, other than those materials/document listed in **Annex 2** of these Guidelines. To illustrate: such use is in word form (as part of the text²) of the document and would clearly be understood by addressees and readers as being a reference to the T Level or, as appropriate and reference has been to the fact that the TQ is approved and managed by the Institute and it is not being suggested otherwise: it has been made clear that the role of the Supplier is focused on developing and/or delivering the TQ component of the T Level and it has a relationship with the Institute.

Illustrations

The approach may be adjusted sensibly for the particular materials and circumstances of use. For example:

- 5.18 On promotional documentation intended for Providers, where it might be expected that a high level of prominence would be given to a Supplier's name or branding (for example in large script), or on explanatory documentation intended for Providers, the use of T Level (and T Level Marks, including text marks) should be given equal prominence. In a referenced footnote should appear on the reverse of the first page (for example with other similar notices, such as copyright notices, but no less prominently than those notices);
- 5.19 For promotional and explanatory documentation aimed at students or employers, the use of T Level should be given equal prominence; and a clear note should appear on the same page in the same visual field that the T Level is a qualification

² including spoken text in the case of spoken material

approved and managed by the Institute, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of the Institute;

- 5.20 For assessment or examination papers (for single use) relating to materials for examiners, a reasonably prominent note should appear at the bottom of the first page that the T Level is a qualification approved and managed by the Institute, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of the Institute;
- 5.21 For sample papers which may be re-used, there should in addition be a note that T Level is a registered trade mark of the Institute; and
- 5.22 For supplementary materials (such as text books and learning aids), there should be a clear reasonably prominent explanation that the material is designed for use with the relevant T Level; including the date of the T Level, and that the T Level is a qualification approved and managed by the Institute, and that T Level is a registered trade mark of the Institute used by a Supplier (or other source) with the authority of the Institute.

Providers (Schools and Colleges)

- 5.23 Suppliers are responsible for ensuring that:
- each Provider complies with these marking requirements, as they apply to use of a Supplier's name or branding and equally, to any permitted use of the Provider's name or branding in association with the T Level Mark; and
 - any use by a Provider of the T Level Mark is clearly a reference to a T Level approved and managed by the Institute.

6 Inspection and Approval

- 6.1 Suppliers must permit the Institute to inspect on reasonable request and on reasonable notice any materials bearing or intended to bear a T Level Mark, for the purposes of ascertaining compliance with these Guidelines.
- 6.2 Where the Institute determines (acting reasonably) that it appears that there is a non-compliance with these Guidelines, Suppliers must consult with the Institute on how such non-compliance may be remedied, taking into account both the

seriousness of the non-compliance, including how the relevant material does not comply, what the potential impact may be (bearing in mind the volumes of material in question and the audience for those materials) and the potential impact of remedial steps, with a view to reaching fair and reasonable consensus on remedial action (which may range from taking steps in relation to future materials to the withdrawal and reissue of current materials).

- 6.3 In the event that no consensus can be reached, the disagreement or difference will be subject to the Dispute Resolution Procedure.

7 Amendments to the Guidelines

- 7.1 The Institute may amend these Guidelines from time to time, in a manner consistent with the general principles (Section 2).
- 7.2 The Institute will notify Suppliers of any changes together with the date on which such amendments are to take effect.
- 7.3 The Institute will take reasonable account of Suppliers' comments or concerns in relation to any amendments and the timetable for implementation, and Suppliers agree to act reasonably to seek a consensus. In the absence of consensus the disagreement or difference may be referred by Suppliers or the Institute to be resolved under the Dispute Resolution Procedure, as set out in Annex 4.

Annex 1: T Level Marks on TQ materials

Front page



*to be placed top right within the header

[Supplier logo]**

**to be placed bottom right within the footer

Final page

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‘T Level’ is a registered trade mark of the Institute for Apprenticeships and Technical Education.

‘Institute for Apprenticeships & Technical Education’ and logo are registered trade marks of the Institute for Apprenticeships and Technical Education.

[‘MARK’] is a registered trade mark of [SUPPLIER].

Annex 2: Mandatory Marked Materials

Key Materials

- a) specifications of content for each TQ including core and all specialist components;
- b) assessment guidelines (for Providers);
- c) quality assurance requirements (for Providers);
- d) specimen assessment materials;
- e) standards exemplification materials;
- f) updates or redevelopments of specifications of content;
- g) updates and redevelopments of any Key Materials; and
- h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall **not** include support Materials, insofar as they are not part of any of the expressly included items listed above;

Ancillary Materials

- a) Assessment Strategy;

Annex 3: Brand Licensed Products and Services

Marketing materials relating to T Levels

Suppliers will be expected to adhere to the form of branding as set out in Annex 1 wherever reasonably practicable.

Annex 4: Dispute Resolution Procedure

Definitions³

“**Dispute**” means any claim, dispute or difference which arises out of or in connection with these Guidelines or in connection with the existence, legal validity or enforceability of these Guidelines, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

“**Style**” means any matter set out in or referred to in paragraph 5 of the Guidelines.

“**Dispute Resolution Procedure**” means the dispute resolution procedure set out in paragraphs 1.1 to 1.5.

1 Resolving disputes

1.1 Where a Dispute (not being a Dispute arising solely in respect of Style):

- 1.1.1 arises solely between the Institute and a Supplier, the dispute resolution procedure set out in clause 37 of the Supplier’s Contract shall apply and the provisions of this Dispute Resolution Procedure shall not apply; or
- 1.1.2 relates to or is in connection with a dispute that is progressing under the Supplier’s Contract, the parties agree to be bound by the decision that is reached in accordance with the dispute resolution procedure set out in clause 37 of the Supplier’s Contract in respect of the dispute under the Supplier’s Contract, provided always that the Institute and/or the Supplier (as the case may be) have taken into account all reasonable comments and/or submissions of any third party who is a party to, or connected with, the Dispute.

1.2 Where the Dispute is one to which the circumstances described in paragraph 1.1 do not apply:

- 1.2.1 and the Dispute remains unresolved, the relevant parties connected with the Dispute shall procure that nominated senior representatives of each

such party who have authority to settle the Dispute will, within 28 days of a written request from another connected party, meet in good faith to resolve the Dispute; and

1.2.2 if the Dispute is not resolved at that meeting, the relevant parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the relevant parties cannot agree on a mediator, the mediator with experience in trade mark law will be nominated by CEDR. If a relevant party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute:

- (i) the Dispute (other than a Dispute relating to Style) must be resolved using paragraphs 1.3 to 1.5; or
- (ii) a Dispute relating to Style must be resolved using paragraph 1.6.

1.3 Unless the Institute refers the Dispute (other than a Dispute relating to Style) to arbitration using paragraph 1.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction (other than in relation to a Dispute relating to Style) to:

1.3.1 determine the Dispute; and/or

1.3.2 grant interim remedies, or any other provisional or protective relief.

1.4 The parties agree that the Institute has the exclusive right to refer any Dispute (other than a Dispute relating to Style) to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

1.5 The Institute has the right to refer a Dispute (other than a Dispute relating to Style) to arbitration even if a party has started or has attempted to start court proceedings under paragraph 1.3, unless the Institute has agreed to the court proceedings or participated in them. Even if court proceedings have started, the relevant party must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under paragraph 1.4.

1.6 If the Dispute is one which relates to Style, the Institute's decision will be final.

Schedule 18

Commercial Sensitive Information REDACTED



Schedule 20

Authorised Representative (REDACTED)

[REDACTED]