



Department
for Education

THE SECRETARY OF STATE FOR EDUCATION

- AND -



**CALL OFF CONTRACT for the supply of the
National Professional Qualifications Framework 2022**

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THIS CONTRACT is made on 6 June 2022

BETWEEN

- 1. **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("The Department"); or
- 2. [REDACTED] (Company No. [REDACTED]) whose registered office is at [REDACTED], [REDACTED] (the "Contractor"); together, the "Parties".

WHEREAS:

- a) By way of an FTS notice dated 8 November 2021, the Department undertook a further tender exercise, for service providers to be appointed to a Framework Agreement for the supply of National Professional Qualifications for Lots 2 – Reformed NPQs, Lot 3 – NPQ for Early Years Leadership, NPQ for Leading Literacy and Lot 4 – Future Services.
- b) The Contractor was one of the Potential Providers that submitted the most economically advantageous tender and has therefore been appointed to the framework agreement.
- c) This Call Off Contract ("the Contract") sets out the terms and conditions that govern the provision of the services.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1. In this Contract the following words shall mean:-

- | | |
|---------------------------|---|
| “Agent” | means an organisation or individual engaged by the Department to represent it; |
| "Affiliate" | in relation to any person, the holding company or subsidiary of that person or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 and Schedule 6 of the Companies Act 2006; |
| “Central Government Body” | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">(1) Government Department;(2) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(3) Non-Ministerial Department; or(4) Executive Agency; |
| “Charge” | means the Charge made by the Contractor to the Department in accordance with the Part 1 of Schedule 2 of this Call Off Contract; |

"Cohort"	means a group of Participants that are undertaking an NPQ or receiving the Early Headship Coaching Offer for new head teachers as appropriate;
"Cohort Commencement Date"	means the date that the Participants commence their induction. If this Call Off Contract covers more than one Cohort, it shall be the date that the first Cohort commences;
"Contract Date"	means the date this Contract is duly executed as stated above;
"Contractor Personnel"	all employees of Agents, Contractors and any Sub-Contractor;
"Confidential Information"	means information as defined in this Contract which includes the Department's Confidential Information and/or the Contractor's Confidential Information including for the Contractor the information set out in Schedule 10 (Commercially Sensitive Information);
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contract Period"	shall be the contract duration as set out in clause 2.1;
"the Contractor's Contract Manager"	means [REDACTED];
"Contractor Personnel"	all employees, Agents, consultants, and contractors of the Contractor and/or of any Sub-Contractor engaged by the Contractor;
"Control"	means a person that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	have the meaning given in the GDPR;
"Correctly Submitted Invoice"	means an invoice that is delivered in timing in accordance with the Contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, Contractor name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address;
"Crown Body"	any department, office or agency of the Crown;

“the Department”	means the Department for Education and its agencies;
“the Department’s Contract Manager”	means [REDACTED];
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“DPA 2018”	Data Protection Act 2018;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Declaration”	means a declaration made by the Contractor via the Department's digital platform that they have sufficient evidence to support a claim for an Output Payment;
“Delivery Implementation Plan”	means the Implementation Plan included in the Contractor's Delivery Plan submitted with the Contractor's Quotation for the Call Off Contract;
“Delivery Plan”	means the Delivery Plan submitted with the Contractor's Quotation and included in Schedule 1: Part 2 – The Contractor's Solution;
“the Department”	means the Department for Education and its agencies;
“Department's Intellectual Property Rights”	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Services;
“Digital Platform”	means the Contractor's technology and ICT systems including any portal that will be used to deliver any part of the Services;
“Disclosure and Barring Service or DBS”	the Home Office sponsored safeguarding services that helps employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups, including children;
“Employee Transfer Date”	means in respect of any Transferring Contractor Employee the date on which the part of the Services to which they are assigned transfers from the Contractor to any Successor Contractor;

"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party which are or have been developed independently of the Contract whether prior to the date of the Contract or otherwise;
"Exit Plan"	the plan prepared by the Contractor in accordance with clause 15.11 setting out the Contractor's methodology for achieving an orderly transition of the Services from the contractor to the Department or a Successor Contractor on the expiry or termination of this Contract;
"Expiry Date"	means 30 June 2026 being the last day of the Contract Period unless the Contract Period is extended in accordance with clause 2;
"Extension Period"	shall have the meaning given to it in clause 2.2;
"External Evaluator"	means the independent evaluator or evaluators appointed by the Department further to paragraph 12 of Schedule 1 (Part 1: The Services);
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this 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"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other catastrophe, natural or man-made, but excluding:</p> <ul style="list-style-type: none"> (a) any industrial action occurring within the Contractor's or any of its Sub-Contractor's organisation, or otherwise involving the Contractor Staff; or (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any Sub-Contract;
"Framework Agreement"	means the Framework Agreement dated 14/04/2022 between the Department and the Contractor which was awarded under Regulation 33 of the Regulations and under which the Services are being called off;
"Framework Tender"	Means the tender submitted by the Contractor during the procurement process to appoint the Framework contractors;

"Future Transfer Date"	means the date of termination or expiry of this Contract;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice"	that degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Contractor) or any Sub-Contractor under the same or similar circumstances;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant, or officer of such Government;
"ICT"	means information and communications technology;
"Implementation Plan"	means the Delivery Implementation Plan or Set Up Implementation Plan included in Schedule 7;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"IPR Claims"	any claim against the Department of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPRs used by or on behalf of the Contractor (including by a Sub-Contractor) in relation to the delivery of the Services save for any such claim to the extent that it is caused by any use by or on behalf of the Department of any IPRs that are relevant to this Contract in combination with any item not supplied or recommended by the Contractor pursuant to this Contract or for a purpose not reasonably to be inferred from the Specification or the provisions of this Contract;
"Intellectual Property Right"	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Milestone"	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Contractor is required to meet, achieve, complete or deliver by a stated date;
"Milestone Date"	means the date by which the Contractor shall achieve the related Milestone;

"New IPR"	IPR in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of a Call Off Contract and updates and amendments of these items including (but not limited to) data base schemes;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 2018;
"Personnel List"	means a list prepared and updated by the Contractor of all Contractor 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;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Quotation"	means the Contractor's offer submitted to the Department to undertake this Call Off Contract;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"the Regulations"	means the Public Contracts Regulations 2015;
"Relevant Legislation"	means any statute or regulations or the EC Treaty (or any directives or regulations made under them);
"Relevant Personnel Documentation"	means the information in relation to Transferring Contractor Employees as prescribed in Part C of Schedule 13 (Staff Transfer);
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Department receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by the Department internally or by any third party;

"Replacement Supplier"	any third party provider of Replacement Services appointed by the Department from time to time (or where the Department is providing Replacement Services for its own account, the Department);
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Required Insurances"	means the insurances as set out in clause 9.15;
"the School"	means the organisation named as a Party to this Contract;
"Set Up Implementation Plan"	means the Implementation Plan submitted by the Contractor in their Framework Tender;
"Serious Breach"	means: <ul style="list-style-type: none"> (a) any breach referred to as a Serious Breach in the Contract; and/or (b) any breach or breaches which adversely, materially, or substantially affect the performance or delivery of the Services in part or in full, or the provisions of a safe, healthy and supportive learning environment. Serious Breach includes but is not limited to: <ul style="list-style-type: none"> (i) a breach of security that adversely affects the Personal; Data or privacy of an individual; and (ii) failure to comply with Law, or acts or omissions by the Contractor that endanger the health or safety of others;
"the Services"	means the services to be performed by the Contractor as described in Schedule 1;
"Service Failure"	means the failure of the Contractor to meet SLAs, KPIs and Milestones as described in this Call Off Contract;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
"Staffing Information"	means the Staffing Information provided by the Contractor in accordance with Schedule 13 (Staff Transfer);
"Start Declaration"	means a declaration made by the Contractor via the Department's digital platform that a participant has commenced their training with the Contractor and which is used by the Contractor as evidence to support a claim for an Output Payment;
"Sub-Contract"	means a contract between two or more suppliers, at any stage of remoteness from the Department in a Sub-Contracting chain, made wholly or substantially for the purpose of performing (or

	contributing to the performance of) the whole or any part of the Contract;
"Sub-Contractor"	the third party with whom the Contractor enters into a Sub-Contract or its servants or Agents and any third party with whom that third party enters into a Sub-Contract or its servants or Agents;
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"Successor Contractor"	means the Contractor that delivers services that are substantially the same as the Services after the expiry or termination of the Contract;
"Termination Date"	means the date set out in a termination notice on which this Contract (or a part of it as the case may be) is to terminate;
"Transferring Contractor Employees"	means those employees of the Contractor who are at the Future Transfer Date employed under a contract of service or apprenticeship or otherwise in the relevant part of the undertaking which transfers on the termination or expiry of this Contract pursuant to TUPE or the Acquired Rights Directive 187/77/EC or otherwise to any Successor Contractor;
"Transfer of Undertakings Regulations 2006 or TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time;
"Variation"	A change to the terms of this Contract agreed in accordance with Schedule 5 (Change Control Procedure);
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2. References to "Contract" mean this contract (and include the Schedules). References to "clauses" and "Schedules" mean clauses of and Schedules to this Contract. The provisions of the Schedules shall be binding on the Parties as if set out in full in this Contract.

1.3. Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

2. COMMENCEMENT AND CONTINUATION

2.1. The Contractor shall commence the Services on the Contract Date and, subject to clause 10.1 shall complete the Services on or before the Expiry Date.

2.2. The Department shall have the right to request in writing that the Contract Period be extended for one or more period on one or more occasions, but the maximum cumulative Extension Period shall not be longer than the original Contract Period.

2.3. If the Department exercises its right to request an extension under clause 2.2, the last date of the Extension Period shall be the new Expiry Date and references to "Expiry Date" shall be interpreted accordingly.

3. CONTRACTOR'S OBLIGATIONS

3.1. The Contractor shall promptly and efficiently deliver the Services in accordance with the provisions set out in Schedule 1: Part 1 (The Services), the special conditions set out in Schedule 3 (Additional clauses) and in accordance with the Schedule 1: Part 2 (The Contractor's Solution). Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.

- 3.2. The Contractor shall comply with the accounting and performance measures set out in Schedule 2 (Pricing and Performance Measures).
- 3.3. The Contractor implements quality management arrangements and complies with the Quality Assurance requirements set out in Schedule 8 and in Section 6a – of the Specification to ensure the Services are delivered to a consistent and high standard. The Contractor notifies the Department as soon as practicable in the event they become aware of any matter(s) which may affect the quality of the Services.
- 3.4. The Contractor attends meetings relating to the Services, Continuous Improvement and the Contractor's performance with the Department as set out in the Specification and this Contract. The Contractor is not paid separately for attending such meetings unless expressly set out in the Call Off Order.
- 3.5. The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
- 3.6. In entering into this Contract the Contractor is confirming that:
- 3.6.1. it has read and understood the Department's expectations of all Services as set out in the Government's Contractor Code of Conduct at <https://www.gov.uk/government/publications/Contractor-code-of-conduct> and the Contractor will deliver the Services in accordance with the Contractor Code; and
- 3.6.2. it will deliver the Services by reference to the Contractor Code as dated February 2019 and thereafter as updated from time to time.
- 3.7. The Contractor shall update the Implementation Plan, as set out at Schedule 7 (Implementation Plan) and submit it to the Department, for its approval, a finalised Implementation Plan within six (6) weeks of the date of this Contract.
- 3.8. The Contractor shall work co-operatively and in partnership with the Department's independent evaluator as set out in the Schedule 1: Part 1 (The Services) and shall commit to supporting continuous improvement for the duration of this Contract by sharing knowledge and experiences with the Department, the External Evaluator and the other Contractors on the Framework Agreement.
- 3.9. Not used.

4. DEPARTMENT'S OBLIGATIONS

- 4.1. The Department will comply with the payment provisions of Schedule 2: Part 1 (Pricing) provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

5. NOT USED

6. MANAGEMENT

- 6.1. The Contractor shall promptly comply with all reasonable requests or directions of the Department's Contract Manager in respect of the Services.
- 6.2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Department's Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.
- 6.3. The Contractor's key personnel and Sub-Contractor are set out in Schedule 9 (Key Personnel and Sub-Contractors). The Contractor shall notify the Department of any changes to its key personnel

or any proposed change of Sub-Contractors. In relation to any proposed change of Sub-Contractor the Contractor shall comply with the provisions of clause 7.6-7.8 and clause 19.

7. CONTRACTOR'S EMPLOYEES AND SUB-CONTRACTORS

- 7.1. The appointment by the Contractor of Sub-Contractors shall be subject always to the requirements of clause 19. Where the Contractor does enter into any Sub-Contract the provisions of clauses 7.2 to 7.16 shall apply.
- 7.2. Where the Contractor enters into a contract with one or more for the purpose of performing its obligations under the Contract (the "Sub-Contractor") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-Contractor shall provide for undisputed sums due to the Sub-Contractor to be made within 30 days from the receipt of a valid invoice.
- 7.3. The Contractor shall comply with clause 7.2 and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.
- 7.4. The Contractor shall take all reasonable steps to satisfy itself that the Contractor Personnel it engages are suitable in all respects to perform the Services.
- 7.5. The Contractor shall give to the Department, if so requested, a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.6. If the Department notifies the Contractor that it reasonably considers that a Sub-Contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so reasonably required by the Department, shall remove the said Sub-Contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.7. The Contractor shall take all reasonable steps to avoid changes of Sub-Contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give immediate notice in writing to the Department's Contract Manager of proposals to change Sub-Contractors.
- 7.8. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its Sub-Contractors in respect of work/services rendered in connection with this Contract.
- 7.9. The Contractor acknowledges that Key Contractor Staff and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Contractor Staff and Key Sub-Contractors listed in Schedule 9 as at the Effective Date.
- 7.10. The Contractor agrees that:
 - 7.10.1. Key Contractor Staff shall not be released from supplying the Services without the Department's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
 - 7.10.2. Any replacements of Key Contractor Staff or Sub-Contractors shall be subject to the Department's consent and shall be of at least equal status, experience and skills to Key Contractor Staff or Sub-Contractor(s) being replaced and be suitable for the responsibilities of that person or company in relation to the Services.
- 7.11. The Department shall not unreasonably withhold consent under the clauses in paragraph 7.10. Such consent shall be conditional on appropriate arrangements being made by the Contractor to

minimise any adverse effect on Services which could be caused by a change in Key Contractor Staff or Key Sub-Contractors.

- 7.12. The Department may require the Contractor to remove any Key Contractor Staff or Sub-Contractors who the Department considers is in any respect unsatisfactory.
- 7.13. The Department shall not be liable for the cost of replacing any Key Contractor Staff or Sub-Contractors and the Contractor shall indemnify the Department against all Employment Liabilities that may arise in this respect.
- 7.14. The Contractor, its employees and Sub-Contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.15. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.
- 7.16. The Parties agree that:
 - 7.16.1. the Contractor shall both during and after the Contract Period indemnify the Department against all Employee Liabilities that may arise as a result of any claims brought against the Department by any person where such claim arises from any act or omission of the Contractor or any Contractor Personnel; and
 - 7.16.2. the Department shall both during and after the Contract Period indemnify the Contractor against all Employee Liabilities that may arise as a result of any claims brought against the Contractor by any person where such claim arises from any act or omission of the Department or any of the Department's employees, Agents, consultants and contractors.

Staff Transfer

- 7.17. The Parties agree that:
 - 7.17.1. where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 13 (Staff Transfer) shall apply as follows:
 - (i) where the Relevant Transfer involves the transfer of Transferring Department Employees, Part A and Part D of Schedule 13 (Staff Transfer) shall apply;
 - (ii) where the Relevant Transfer involves the transfer of Transferring Former Contractor Employees, Part B and Part D of Schedule 13 (Staff Transfer) shall apply;
 - (iii) where the Relevant Transfer involves the transfer of Transferring Department Employees and Transferring Former Contractor Employees, Parts A, B and D of Schedule 13 (Staff Transfer) shall apply; and (iv) Part C of Schedule 13 (Staff Transfer) shall not apply.
 - 7.17.2. where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 13 (Staff Transfer) shall apply, Part D of Schedule 13 may apply and Parts A and B of Schedule 13 (Staff Transfer) shall not apply; and
 - 7.17.3. Part E of Schedule 13 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

7A SAFEGUARDING

- 7A.1 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of children receiving education or training. In doing so, the Contractor shall have regard to any guidance published, from time to time, by the Secretary of State for Education, which sets out the expectations in relation to safeguarding practice within schools. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.
- 7A.2 The Contractor must carry out appropriate Disclosure and Barring Service checks on all applicants including those from outside the UK for employment where such applicants would be employed to work in regulated activity relating to children or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) if successful, and must seek additional information about an applicant's conduct.
- 7A.3 The Contractor shall not employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).
- 7A.4 The Contractor shall, in circumstances where it Sub-Contracts the management and / or delivery of the Services under this Contract, ensure that the content of this clause 7A is included in its contract with Sub-Contractors.
- 7A.5 The Contractor and its Sub-Contractors must be able to demonstrate that they have robust recordkeeping procedures in respect of safeguarding through checks on record keeping undertaken.
- 7A.6 A breach by the Contractor and / or its Sub-Contractors of this clause 7A shall constitute a Serious Breach of the Contract.

8. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 8.1. Each Party keeps ownership of its own Existing IPR.
- 8.2. Pursuant to clause 2.1 the Contractor gives the Department a non-exclusive, perpetual, royalty free, irrevocable, transferable UK-wide licence to use, change and sub-license the Contractor's Existing IPR to enable it to both:
- 8.2.1. receive and use the Services;
 - 8.2.2. make use of the Services by a Replacement Supplier; and
 - 8.2.3. the Department gives the Contractor and it's Sub-Contractor a licence to use the Department's Existing IPR for the purpose of fulfilling its obligations during the Contract Period.
- 8.3. Any New IPR created under this Contract is owned by the Contractor. The Contractor gives the Department a non-exclusive, perpetual, royalty-free, irrevocable, transferable UK-wide licence to use, change and sub-license the Contractor's Existing IPR and New IPR to enable it to:
- 8.3.1. receive the Services under this Contract; and
 - 8.3.2. make use of the Services provided by a Replacement Supplier; and
 - 8.3.3. make use of the materials created under this Contract in other services related to, but not limited to, NPQs.

- 8.4. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 8.5. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, other than as set out in this clause 8 or as agreed in writing.
- 8.6. The Contractor shall indemnify the Department against all IPR Claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right.
- 8.7. The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.8. The Contractor warrants:
- 8.8.1. that the Contractor's Intellectual Property Rights comprise its own original work including where its Intellectual Property Rights were created by or on behalf of the Contractor;
 - 8.8.2. that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 8.8.3. that the use of or exercise by the Contractor of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;
 - 8.8.4. that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party except to its Sub-Contractors as appropriate.
- 8.9. The Department shall reserve the right to benefit from its investment in developing the National Professional Qualifications and the Early Headship Coaching Offer for new head teachers. As detailed in this clause 8, the IPR generated within the Contract shall remain the ownership of the Contractor but be licensed to the Department to use at its own discretion.
- 8.10. The provisions of Schedule 14 of the Framework Agreement (Contractor's Digital Platform) shall apply in relation to the Intellectual Property Rights in and licensing of Software.

9. WARRANTY AND INDEMNITY

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel using Good Industry Practice. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department;
 - 9.2.2. if the Department considers it would be impracticable or inappropriate to require the Contractor to take action in accordance with clause 9.2.1, the Department may assess the

cost of remedying the failure ("the assessed cost") and deduct from any sums due to the Contractor the assessed cost for the period that such failure continue;

- 9.2.3. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the assessed cost for the period that such failure continues.

9.3. Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

9.4. The Contractor's liability in respect of the indemnities in clause 16 (VAT, Income Tax and National Insurance contributions), clause 7.16 (Employment Indemnity), clause 8.6 (IPRs Indemnity), Schedule 13 (Staff Transfer) and the Annexes to Schedule 13 (Staff Transfer) shall be unlimited.

9.5. The Department's liability in respect of the indemnities in clause 7.16 (Employment Indemnity), Schedule 13 (Staff Transfer) and the Annexes to Schedule 13 (Staff Transfer) shall be unlimited.

9.6. Subject to clauses 9.3 and 9.4 (Unlimited Liability) and clauses 9.9 (Consequential Losses):

- (a) the Contractor's aggregate liability in respect of loss of or damage to the Department Premises or other property or assets of the Department (including technical infrastructure, assets or equipment but excluding any loss or damage to the Department's Data or any other data) that is caused by Defaults of the Contractor occurring in each and any Contract Year shall in no event exceed £10 million;
- (b) the Contractor's aggregate liability in respect of loss of or damage to Department Data or breach of the Data Protection Legislation that is caused by Default of the Contractor occurring in each and any Contract Year shall in no event exceed £10 million;
- (c) the Contractor's aggregate liability in respect of all Service Credits incurred shall be subject to the Service Credit Cap; and
- (d) the Contractor's aggregate liability in respect of all other Losses incurred by the Department under or in connection with this Contract as a result of Defaults by the Contractor shall in no event exceed:
 - i) in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges or £5 million whichever is the higher;
 - ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Contractor under this Contract in the Contract Year immediately preceding the occurrence of the Default or £5 million, whichever is the higher; and
 - iii) in relation to Defaults occurring after the end of the Contract Period, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period or £5 million, whichever is the higher, provided that where any Losses referred to this clause 9.6(d) have been incurred by the Department as a result of the Contractor's abandonment of this Contract or the Contractor's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such clause to 150% shall be deemed to be references to 200% and references to £5 million shall be deemed to be references to £8 million.

- 9.7. Deductions from Charges shall not be taken into consideration when calculating the Contractor's liability under clause 9.6(c).
- 9.8. Subject to clauses 9.3 and 9.5 (Unlimited Liability) and clause 9.9 (Consequential Losses) and without prejudice to the Department's obligation to pay the Charges as and when they fall due for payment:
- (a) the Department's total aggregate liability in respect of all Losses incurred by the Contractor under or in connection with this Contract as a result of early termination of this Contract by the Department pursuant to clause 10.1 shall in no event exceed the amount set out Schedule 12 (Breakage Costs); and
 - (b) the Department's aggregate liability in respect of all Losses incurred by the Contractor under or in connection with this Contract as a result of Defaults of the Department shall in no event exceed:
 - i) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
 - ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
 - iii) in relation to Defaults occurring after the end of the Contract Period, an amount equal to the total Charges paid and/or due to be paid to the Contractor in the 12 month period immediately prior to the last day of the Contract Period.
- 9.9. Subject to clauses 9.3, 9.4 and 9.5 (Unlimited Liability) and clause 9.10, neither Party shall be liable to the other Party for:
- (a) any indirect, special or consequential Loss; or
 - (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 9.10. Notwithstanding clause 9.9 but subject to clause 9.6, the Contractor acknowledges that the Department may, amongst other things, recover from the Contractor the following Losses incurred by the Department to the extent that they arise as a result of a Default by the Contractor:
- (a) any additional operational and/or administrative costs and expenses incurred by the Department, including costs relating to time spent by or on behalf of the Department in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;
 - (d) any compensation or interest paid to a third party by the Department; and
 - (e) any fine or penalty incurred by the Department pursuant to Law and any costs incurred by the Department in defending any proceedings which result in such fine or penalty.
- 9.11. Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

- 9.12. The Department's total liability to the Contractor under this Contract shall be limited to paying the Charges in accordance with schedule 2 (Pricing) and complying with any other contract provision in the Call Off Contract that requires a payment to be made by the Department.
- 9.13. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.14. Without prejudice to its liability to indemnify the Department under this Contract the Contractor shall take out and maintain in force or procure the taking out and maintenance of the Required Insurances and any other insurances as may be required by law. The Required Insurances shall be effective in each case no later than the date on which the relevant risk commences.
- 9.15. The Required Insurances referred to in clause 9.14 shall amount to:
- 9.15.1. at least five million pounds (£5 million) in respect of public liability cover in respect of each and every occurrence;
 - 9.15.2. at least five million pounds (£5 million) in respect of employer's liability cover in respect of each and every occurrence; and
 - 9.15.3. at least five million pounds (£5 million) in respect of professional indemnity cover in respect of each and every claim.
- 9.16. The Department may review the minimum indemnity limits specified for the Required Insurances in clause 9.15 on an annual basis. Any Change that is required to the minimum indemnity limits as a result of the Department's review shall be implemented in accordance with the Change Control Procedure.
- 9.17. The Contractor shall provide to the Department annually during the Contract Period and at other times on request evidence confirming that the Required Insurances are and remain in place.

9A FINANCIAL DISTRESS

- 9A.1 The Parties shall comply with the provisions of Schedule 4 (Financial Distress) in relation to the assessment of financial standing of the Contractor and the consequences of a change to that financial standing.
- 9A.2 In the event that a Financial Distress Event occurs the provisions of Schedule 4 (Financial Distress) shall apply.

10. TERMINATION

- 10.1. This Contract may be terminated on notice by the Department giving to the Contractor at least three months' notice in writing.
- 10.2. If the Department terminates the Contract under clause 10.1 the Department shall make no further payments to the Contractor except for a Breakage Costs Payment assessed in accordance with Schedule 12 (Breakage Costs), Services supplied by the Contractor prior to termination where the payment has yet to be made by the Department.
- 10.3. In the event of a Serious Breach of this Contract by either Party which can be remedied, the other Party may serve a notice on the Party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the Party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.4. If the Department holds the view, acting reasonably, that the Contractor has committed a Serious Breach of the Contract that it would pose a risk to the health and safety of children or vulnerable adults to permit it to continue to deliver the Services, it may require the Contractor to suspend delivery of the Services pending further investigations.

- 10.5. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
- 10.5.1. the Contractor commits a Serious Breach which cannot be remedied;
 - 10.5.2. in England and Wales, a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or it makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors;
 - 10.5.3. in Scotland, if the Contractor becomes apparently insolvent within the meaning of Section 7 of the Bankruptcy (Scotland) act 1985;
 - 10.5.4. where the Contractor is a firm or a number of persons acting together in any capacity (including as trustees), any event referred to in Sub-clauses 10.5.1 or 10.5.2 occurs in respect of any partner in the firm or any of those persons (including any trustees);
 - 10.5.5. the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;
 - 10.5.6. the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.5.7. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;
 - 10.5.8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes;
 - 10.5.9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract;
 - 10.5.10. any of the provisions of paragraph 4 of Schedule 4 (Financial Distress) have arisen.
- 10.6. Nothing in this clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

Serious Breach due to not achieving a Milestone Date in a Set Up Call Off Contract

- 10.7. If the Contractor has not achieved a Milestone Date as included in any Set Up Call Off Contract it has been awarded, the Contractor would have committed a Serious Breach and clauses 10.3 or 10.5.1 shall apply to this and any other Call Off Contract it has been awarded under the Framework Agreement.
- 10.7.1. For the avoidance of doubt, a failure to meet the Milestone Date associated with Milestone 2 in the Set Up Call Off Contract will be treated as a Serious Breach that is not capable of remedy.

11. STATUS OF CONTRACTOR

- 11.1. In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the Agent of the Department.
- 11.2. The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the Agent of the Department.

12. CONFIDENTIALITY

- 12.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- 12.1.1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- 12.1.2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 12.2. Clause 12 shall not apply to the extent that:
 - 12.2.1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 13 (Freedom of Information);
 - 12.2.2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3. such information was obtained from a third party without obligation of confidentiality;
 - 12.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 12.2.5. it is independently developed without access to the other Party's Confidential Information.
- 12.3. The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4. The Contractor shall not, and shall ensure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5. The Contractor shall ensure that its employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6. Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
 - 12.6.1. on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
 - 12.6.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3. to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4. on a confidential basis to a professional adviser, consultant, Contractor, or other person engaged by any of the entities described in clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.6.5. on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.6.6. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7. The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8. Nothing in this clause 12 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent

that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

- 12.9. The Parties acknowledge that, except for any information that is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10. Subject to clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11. The Department may consult with the Contractor to inform its decision regarding any redactions, but the Department shall have the final decision in its absolute discretion.
- 12.12. The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13. FREEDOM OF INFORMATION

- 13.1. The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2. The Contractor shall and shall ensure that its Sub-Contractors shall:
 - 13.2.1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 13.2.2. provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 13.2.3. provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 13.3. The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5. The Contractor acknowledges that (notwithstanding the provisions of clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
 - 13.5.1. in certain circumstances without consulting the Contractor; or
 - 13.5.2. following consultation with the Contractor and having taken their views into account.
- 13.6. Provided always that where clause 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor

advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 13.7. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

14. AUDIT AND SERVICE CONTINUITY PLAN

- 14.1. The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or Agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.
- 14.2. The Contractor shall provide the Department with its Service Continuity Plan in accordance with the provisions of Schedule 11 (Service Continuity Plan).

15. TRANSFER OF RESPONSIBILITY ON EXPIRY OR TERMINATION

- 15.1. The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2. If to fulfil the Department's request under clause 15.1 the Contractor requires resources:
 - 15.2.1. not normally accounted for in delivering the Services; or
 - 15.2.2. no accounted for in the Charges; or
 - 15.2.3. after the Expiry Date; then the Parties shall agree a variation to the Charges for direct, reasonable and verifiable costs (which in the case of the Contractor shall not exceed the time and materials of the resources required).
- 15.3. Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in clause 15.8.
- 15.4. The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.
- 15.5. The Department and the Contractor shall act on the basis that TUPE applies on expiry or termination of the Contract where the Department is proposing to re-procure services which are substantially the same as the Services.
- 15.6. Where any of the provisions in clause 7.17 apply, the Contractor will comply with the obligations set out in Schedule 13 (Staff Transfer) and:
 - 15.6.1. six (6) months preceding the Expiry Date (or within 20 Working Days after the Department or the Contractor has given notice to terminate the Contract), the Contractor shall disclose to the Department and shall permit the Department to disclose to any tenderer for services which are substantially the same as the Services, the Staffing Information of the Provisional Contractor Personnel List provided that prior to so doing any such tenderer shall have executed in writing a confidentiality undertaking in favour of the Contractor;
 - 15.6.2. the Contractor keeps the Staffing Information in the Provisional Contractor Personnel List updated at monthly intervals, to the Department and to the Replacement Supplier information in respect of each employee whom the Contractor reasonably believes will be a Transferring Contractor Employee provided that prior to so doing the Replacement Supplier nominated by the Department shall have executed in writing a confidentiality undertaking in favour of the Contractor;

- 15.6.3. the Contractor shall make reasonable endeavours to assist the Replacement Supplier to communicate with, meet and inform and consult with the employees whom the Contractor reasonably believes will be a Transferring Contractor Employee and their trade union or other employee representatives for the purposes of complying with the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 15.7. Within a period of 21 days following the expiry or termination of this Contract the Contractor shall provide to the Department or the Successor Contractor in writing the Staffing Information in relation to Transferring Contractor Employees in accordance with Schedule 13 (Staff Transfer).
- 15.8. In the event that the Department or the Successor Contractor incurs costs, liabilities or expenditure in respect of Transferring Contractor Employees which is greater than would have been the case if the Required Information supplied by the Contractor had been accurate and complete, then such (net) greater costs, liabilities or expenditure shall be deemed to be costs suffered or incurred by the Department or Successor Contractor and included within the indemnity provided by the Contractor.
- 15.9. The Department or Successor Contractor shall be entitled to recover from the Contractor in full any legal, accountancy and other costs actually and reasonably incurred by the Department or Successor Contractor in connection with the costs and liabilities indemnified by the Contractor.
- 15.10. This clause 15 shall continue in effect for six months following the expiry or termination of this Contract.

Exit Plan & Handover

- 15.11. Further to the requirements of this clause 15 and in accordance with Schedule 1 Part 1 (The Services) the Contractor shall, within six (6) months of the date of this contract prepare and submit to the Department and shall thereafter maintain, an Exit Plan.
- 15.12. The Exit Plan shall set out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the Department and/or its Replacement Supplier at the end of the Contract Period or on the earlier termination of any part of the Contract or cessation of the provision of any part of the Services by the Contractor.
- 15.13. Within thirty (30) days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 24.
- 15.14. The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update, the Contractor will submit the revised Exit Plan to the Department for review. Within 30 days following submission of the revised Exit Plan, the Parties shall use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 24.
- 15.15. The Contractor shall implement its Exit Plan not less than nine (9) months prior to whichever occurs first out of the Termination Date or the Expiry Date.
- 15.16. The Contractor shall co-operate fully with the Department during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 15.17. Within ten (10) Business Days of being requested by the Department, the Contractor shall transfer to the Department, or any person designated by the Department, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Department.

15.18. The Contractor shall co-operate fully with the Department in order to enable an efficient and detailed knowledge transfer from the Contractor to the Department or any other Replacement Supplier at the end of the Contract Period or on the earlier termination of any part of the Contract or cessation of the provision of any part of the Services by the Contractor and shall provide the Department free of charge with full access to Contractor Staff, copies of all documents, reports, summaries and any other information requested by the Department. The Contractor shall comply with the Department's request for information no later than fifteen (15) Business Days from the date that that request was made.

16. TAX INDEMNITY

- 16.1. Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs (HMRC) the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.2. Where the Contractor is liable to National Insurance contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by HMRC the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.3. The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 16.1 and 16.2 above or why those clauses do not apply to it.
- 16.4. A request under clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5. The Department may terminate this Contract if:
- 16.5.1. in the case of a request mentioned in clause 16.3 above if the Contractor:
 - (a) fails to provide information in response to the request within a reasonable time; or
 - (b) provides information which is inadequate to demonstrate either how the Contractor complies with clauses 16.1 and 16.2 above or why those clauses do not apply to it.
 - 16.5.2. in the case of a request mentioned in clause 16.4 above, the Contractor fails to provide the specified information within the specified period; or
 - 16.5.3. it receives information which demonstrates that, at any time when clauses 16.1 and 16.2 apply, the Contractor is not complying with those clauses.
- 16.6. The Department may supply any information which it receives under clause 16.3 to the Commissioners of HMRC for the purpose of the collection and management of revenue for which they are responsible.
- 16.7. The Contractor warrants and represents to the Department that it is an independent Contractor and, as such, bears sole responsibility for the payment of tax and National Insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract. The Contractor shall promptly and regularly pay all National Insurance contributions due from it as a self-employed person and shall account to the HMRC for all taxes due from it in respect of the payments made to it under this Contract.

- 16.8. If, notwithstanding clause 16.7 the HMRC and/or any other appropriate agency consider that the Contractor is an employee of the Department for the purposes of tax and/or National Insurance contributions; then the Department shall be entitled to terminate this Contract immediately and deduct from the payments payable to the Contractor under the terms of this Contract, such sums as the HMRC and/or other agencies require in respect of income tax and employee national insurance contributions. The deduction of such tax and National Insurance contributions will not affect the status of the Contractor as self-employed for all other purposes.
- 16.9. Without prejudice to the provisions of clause 16.8 above, the Contractor shall indemnify the Department against any liability, assessment or claim made by the HMRC or any other relevant Department arising out of the performance by the Parties of their obligations under this Contract (other than in respect of employer's secondary National Insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by the Department in connection with any such assessment or claim.
- 16.10. The Contractor authorises the Department to provide the HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not the Department is obliged as a matter of law to comply with such request.
- 16.11. The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 National Insurance contributions.

17. DATA PROTECTION

- 17.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 6 (Processing, Personal Data and Data Subjects).
- 17.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 17.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:
- 17.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 17.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 17.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 17.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 17.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 17.4.1. process that Personal Data only in accordance with Schedule 6, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
 - 17.4.2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;

- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures.

17.4.3. ensure that:

- 17.4.3.1. the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 6);
- 17.4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Contractor's duties under this clause;
- (b) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
- (d) have undergone adequate training in the use, care, protection, and handling of Personal Data.

17.4.4. not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:

- (a) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
- (d) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data.

17.4.5. at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

17.4.6. ensure it notifies, and seeks the permission of, any Party whose Personal Data is being processed that the Department may share their data with other Government Departments and other organisations for the purposes set out in Schedule 6.

17.5. Subject to clause 17.6, the Contractor shall notify the Department immediately if it:

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

- 17.5.4. receives any communication from the Information Commissioner or any other regulatory Department in connection with Personal Data processed under this Contract;
- 17.5.5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 17.5.6. becomes aware of a Data Loss Event.
- 17.6. The Contractor's obligation to notify under clause 17.5 shall include the provision of further information to the Department in phases, as details become available.
- 17.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
 - 17.7.1. the Department with full details and copies of the complaint, communication or request;
 - 17.7.2. such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 17.7.3. the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 17.7.4. assistance as requested by the Department following any Data Loss Event;
 - 17.7.5. assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 17.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - 17.8.1. the Department determines that the processing is not occasional;
 - 17.8.2. the Department determines the processing includes special categories of data as referred to in Article 9 (1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 17.8.3. the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 17.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 17.11. Before allowing any sub-processor to process any Personal Data related to this Contract, the Contractor must:
 - 17.11.1. notify the Department in writing of the intended sub-processor and processing;
 - 17.11.2. obtain the written consent of the Department;
 - 17.11.3. provide the Department with such information regarding the sub-processor as the Department may reasonably require.
- 17.12. The Contractor shall remain fully liable for all acts or omissions of any sub-processor.
- 17.13. The Contractor shall indemnify the Department against any liability, assessment or claim made by the Information Commissioner's Office or any other relevant Department or Agency arising out of

the performance by the Parties of their obligations under this Contract and any costs, expenses, penalty fine or interest incurred or payable by the Department in connection with any such assessment or claim.

- 17.14. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 17.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Department may on not less than thirty (30) Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18. AMENDMENT AND VARIATION

- 18.1. No amendment or Variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the Parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.
- 18.2. In considering any amendment or Variation to this Contract, the Parties shall use the Change Control Procedure as set out in Schedule 5 (Change Control Procedure).

19. ASSIGNMENT AND SUB-CONTRACTING

- 19.1. The benefit and burden of this Contract may not be assigned or Sub-Contracted in whole or in part by the Contractor without the prior written consent of the Department save as expressly set out in clause 19.2. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any Sub-Contractor where it no longer has reasonable grounds to approve of the Sub-Contractor or the Sub-Contracting arrangement and where these grounds have been presented in writing to the Contractor.
- 19.2. The Contractor may enter into Sub-Contracts for the delivery of general services that indirectly enable the Contractor to perform the Services without the requirement to seek the Department's prior consent as set out in clause 19.1.
- 19.3. Where the Department has consented to the appointment of a Sub-Contractor, pursuant to clause 19.1, the Contractor shall, as soon as reasonably practicable following a request from the Department provide to the Department a copy of the Sub-Contract entered into between the Contractor and the Sub-Contractor which should pass down to the Sub-Contractor in terms which are the same or substantially similar to the provisions in this Contract as is relevant for the delivery of the Services under the Sub-Contract.
- 19.4. Where the Department has consented to an assignment pursuant to clause 19.1 the Contractor shall evidence the assignment in writing to the Department and provide a copy of the assignment document on request.
- 19.5. The Contractor shall not terminate or materially amend the terms of any Sub-Contract whose value exceeds £10,000 (ten thousand pounds) without obtaining the Department's prior written consent.
- 19.6. The Department may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to the Department's rights of termination pursuant to clause 10 unless the Sub-Contractor can remedy the breach to the Department's satisfaction with 21 days of receipt by the Contractor of written notice from the Department requiring the Sub-Contract to be terminated.
- 19.7. The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

19.8. The Department accepts no liability to the Contractor in relation to a decision by the Department to consent to the appointment of a Sub-Contractor by the Department or to an assignment and the Contractor shall hold the Department harmless in relation to any such decisions.

19.9. If the Department believes there are:

19.9.1. Grounds for excluding a supplier from being a Sub-Contractor pursuant to the minimum requirements set out in the table below: or

Table 1: Minimum Requirements	
Commercial organisations, Charities, HEIs and consultants	Schools
<ul style="list-style-type: none">• Parts 1 & 2 of the Standard Selection Questionnaire.• No unmanageable conflicts of interest or reputational risk to the Department or the NPQ and Early Headship Coaching Offer, NPQ for Early Years Leadership & NPQ for Leading Literacy.• No unresolved performance issues, as identified by the Quality Assurance Function.	<ul style="list-style-type: none">• Must be graded Good or Outstanding for overall effectiveness by Ofsted.• No unmanageable conflicts of interest or reputational risk to the Department or the NPQ and Early Headship Coaching Offer, NPQ for Early Years Leadership & NPQ for Leading Literacy.• No unresolved performance issues, as identified by the Quality Assurance Function and/or by the Department.

19.9.2. Compulsory grounds for excluding a Sub-Contractor pursuant to Regulation 57 of the Regulations; or

19.9.3. Non-compulsory grounds for excluding a Sub-Contractor pursuant to Regulation 57 of the Regulations.

19.10. The Department may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such a requirement.

19.11. The Department reserves the right to undertake due diligence in relation to any Sub-Contractor in accordance with clause 19.9.

20. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

20.1. This Contract shall not create any rights, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, that shall be enforceable by anyone other than the Department and/or the Contractor.

21. WAIVER

21.1. No delay by or omission by either Party in exercising any right, power, privilege, or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy.

22. FORCE MAJEURE

22.1. If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 22.3 have no liability in respect of the performance

of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

- 22.2. If either Party is prevented from performance of its obligations for a continuous period in excess of three (3) months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 22.3. The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

23. NOTICES

- 23.1. Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).
- 23.2. The notice, demand or communication shall be deemed to have been duly served:
 - 23.2.1. if delivered by hand, when left at the proper address for service;
 - 23.2.2. if given or made by prepaid first-class post 48 hours after being posted or in the case of airmail 14 days after being posted;
 - 23.2.3. if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Working Day (such times being local time at the address of the recipient).

24. DISPUTE RESOLUTION

- 24.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract. This shall include escalating the dispute to a more senior level within both the Department and the Contractor with a view to reaching a settlement.
- 24.2. Any dispute not capable of resolution by the Parties in accordance with the terms of clause 24 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 24.3. No Party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either Party at any time of such Party wishing to commence court proceedings/arbitration.

25. DISCRIMINATION

- 25.1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 25.2. The Contractor shall take all reasonable steps to secure the observance of clause 25.1 by all servants, employees or Agents of the Contractor and all Contractors and Sub-Contractors employed in the execution of the Contract.

26. LAW AND JURISDICTION

- 26.1. This Contract shall be governed by and interpreted in accordance with English Law and the Parties submit to the jurisdiction of the English courts.

27. CONTINUOUS IMPROVEMENT

- 27.1. The Contractor shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Department, the Services and the manner in which it is providing the Services, with a view to reducing the Department's costs, and/or improving the quality and efficiency of the Services. The Contractor and the Department will provide to each other any information, which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.
- 27.2. Without limiting clause 27.4, upon a request from the Department, the Contractor shall produce a plan for improving the provision of Services and/or reducing the Charges produced by the Contractor pursuant to this clause, and reducing the Charges (without adversely affecting the performance of the Contract) during that year of the Contract (an "Continuous Improvement Plan") for the approval of the Department. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:
- 27.2.1. identifying the emergence of new and evolving technologies, which could improve the Services;
 - 27.2.2. identifying changes in behaviour by the Department that could/would result in a cost saving and a reduction in the Charges;
 - 27.2.3. identifying and implementing efficiencies in the Contractor's internal processes and administration that may lead to cost savings and reductions in the Charges;
 - 27.2.4. identifying and implementing efficiencies in the way the Department interacts with the Contractor that may lead to cost savings and reductions in the Charges;
 - 27.2.5. identifying and implementing efficiencies in the Contractor's supply chain that may lead to cost savings and reductions in the Charges;
 - 27.2.6. baselining the quality of the Contractor's Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Contract Period; and
 - 27.2.7. measuring and reducing the sustainability impacts of the Contractor's operations and supply-chains pertaining to the Services and identifying opportunities to assist the Department in meeting its sustainability objectives.
- 27.3. Where requested, a Continuous Improvement Plan shall be submitted by the Contractor to the Department for approval within ninety (90) Working Days of the Effective Date.
- 27.4. The Department shall notify the Contractor of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Department's notice of rejection and of the deficiencies of the proposed Improvement Plan, the Contractor shall submit to the Department a revised Continuous Improvement Plan reflecting the changes required. Once approved by the Department.
- 27.5. Once any Improvement Plan has been approved by the Department, it shall be agreed as a Contract Change Notice in accordance with Schedule 5 (Contract Change Procedure) and:
- 27.5.1. the Contractor shall use all reasonable endeavours to provide the Services in accordance with the Continuous Improvement Plan; and

27.5.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Department and the Contractor) to review progress against the Continuous Improvement Plan.

27.6. Should the Contractor's costs in providing the Services to the Department be reduced as a result of any changes implemented as a result of a Continuous Improvement plan, all of the cost savings shall be passed on to the Department by way of a reduction in the Charges for the Services agreed in accordance with Schedule 5 (Contract Change Procedure).

28. PAYMENTS AND INVOICING

28.1. Except where otherwise expressly stated in the Contract the only payments to be paid by the Department for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.

28.2. In consideration for the provision of the Services the Department shall pay the Charges in accordance with the Schedule 2 subject to the receipt of correct invoices pursuant to clause 28.9 being issued by the Contractor.

28.3. The Contractor shall submit the first invoice by [insert date] and subsequent invoices shall be submitted by the 25th of the month following the month in respect to which the invoice relates.

28.4. The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

28.5. Except where otherwise expressly stated in Schedule 2 the Contractor shall not be entitled to increase the Charges or any rates identified in Schedule 2 throughout the Contract Period.

28.6. The Charges are exclusive of Value Added Tax ("VAT") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the Department of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.

28.7. Payment of the Charges by the Department shall be without prejudice to any rights the Department may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the Department by reason of such payment.

28.8. NOT USED.

28.9. Invoices shall be submitted electronically by email to [\[accountspayable.OCR@education.gov.uk\]](mailto:accountspayable.OCR@education.gov.uk) by the relevant date as specified in clause 28.3. To request a statement, please email [\[accountspayable.BC@education.gov.uk\]](mailto:accountspayable.BC@education.gov.uk).

28.10. There is no postal address. Paper invoices or supporting documents will not be accepted. All supporting documents must be sent digitally along with the invoice to [\[accountspayable.OCR@education.gov.uk\]](mailto:accountspayable.OCR@education.gov.uk).

28.11. An invoice is a Correctly Submitted Invoice if it is legible and includes:

28.11.1. the date of the invoice;

- 28.11.2. Contractor's full name and address;
 - 28.11.3. Contract reference number;
 - 28.11.4. Purchase Order number
 - 28.11.5. the charging period;
 - 28.11.6. a detailed breakdown of the appropriate Charges including deliverables, milestones achieved (if applicable) and the information set out in paragraph 12.8 of Part 1 of Schedule 2;
 - 28.11.7. days and times worked (if applicable);
 - 28.11.8. Service Credits (if applicable); and
 - 28.11.9. VAT if applicable.
- 28.12. The Department shall not pay an invoice which is not a Correctly Submitted Invoice.
- 28.13. The Department intends to pay Correctly Submitted Invoice within five (5) days of receipt. Correctly Submitted Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This clause 28.13 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 28.14. The Department shall not be responsible for any delay in payment caused by receipt of invoices which are not a Correctly Submitted Invoice and shall, within ten (10) Business Days of receipt, return to the Contractor for correction invoices that are not Correctly Submitted Invoices together with an explanation of the need for correction.
- 28.15. At the end of the Contract Period the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Contract Period which have not already been invoiced to the Department. The final invoice shall be submitted not later than 30 days after the end of the Contract Period.
- 28.16. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all of the Services.
- 28.17. The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 28.18. If the Department disputes any amount specified in a Correctly Submitted Invoice it shall pay such amount of the invoice as is not in dispute and within ten (10) Business Days notify the Contractor of the reasons for disputing the invoice. The Department may withhold the disputed amount pending resolution of the dispute.
- 28.19. The Parties shall use all reasonable endeavours to resolve any dispute over invoices within ten (10) Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 24.

29. SOCIAL VALUE

- 29.1. The Contractor shall deliver Social Value during the Call Off term against the following policy objectives:
- (a) Model Award Criteria 3.1 – Create a diverse supply chain to deliver the contract including schools, SMEs, and VCSEs; and
 - (b) Model Award Criteria 3.4 – Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract; and

(c) Model Award Criteria 8.1 – Demonstrate collaboration with users and schools in the co-design and delivery of the contract to support strong integrated communities.

29.2 As part of this obligation, the Contractor shall develop, implement and maintain a Social Value Plan that sets out, but is not limited to;

29.2.1. a timed project plan detailing the intended Social Value proposals that meet with the requirements of delivering the Social Value commitments in the Contractor's tender and the delivery of the policy objectives at paragraph 29.1;

29.2.2. monitoring and reporting arrangements; and

29.2.3. records and details of activities undertaken in respect of social value and any information to allow for the reporting of the Contractor's performance against the social value related KPIs.

Submitting and updating the Social Value Plan

29.3 The Contractor shall deliver to the Department, within three (3) Months of the Contract Date, its Social Value Plan which meets with the requirements set out in clause 29.2.

29.4 The Department shall notify the Contractor of its approval or rejection of the proposed Social Value Plan (or any updates to it) within twenty (20) Working Days of receipt.

29.5 Within ten (10) Working Days of receipt of the Department's notice of rejection and of the deficiencies of the proposed Social Value Plan, the Contractor shall submit to the Department a revised Social Value Plan reflecting the changes required.

29.6 Following the approval of the submission of the first Social Value Plan (in accordance with paragraph 29.3 of this schedule) the Contractor shall regularly review, maintain and provide the Department with an updated version of the Social Value Plan on at least a quarterly basis thereafter.

29.7 The Contractor shall ensure that the information that it provides to the Department within the Social Value Plan is sufficient for the Department to be able to measure the Contractor's performance against the social value KPIs.

29.8 In the event the Contractor is delivering more than one Call Off Contract concurrently, the Department may require the Contractor to consolidate its Social Value Proposals into one Social Value Plan and the Department reserves the right to review the consolidated plan and measure the combined performance against the social value KPIs set out in the Framework Agreement.

AS WITNESS the hands of the Parties:

Authorised to sign for and on behalf of the Contractor

Signature: _____

Name in CAPITALS: _____

Position in Organisation: _____

Address in full: _____

Date: _____

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

Signature: _____

Name in CAPITALS: _____

Position in Organisation: _____

Address in full: _____

Date: _____

SCHEDULE 1: PART 1 – THE SERVICES

SECTION 1: NPQ BACKGROUND

This Call Off Contract relates to the agreed Delivery activity for the 2022/2023 cohorts of the National Professional Qualifications Framework 2022.

1. Context

- 1.1 Teachers, leaders and great leadership are the foundation of the education system. At the heart of great teaching and great leadership is a shared, evidence-informed understanding of what works.
- 1.2 The Department is transforming the training and support available for teachers and leaders at all stages of their career, including current and aspiring leaders of Early Years provision. This will help ensure that every child in every nursery, classroom and school gets a world-class start in life. By increasing and improving the development opportunities and career pathways available, these reforms also aim to make teaching a more attractive long-term career.
- 1.3 The 2019 [Teacher Recruitment and Retention Strategy](#) set out a range of commitments intended to ensure that teaching remains an attractive, sustainable and rewarding career path.
- 1.4 Building on this, the Department's priority is to help all teachers and leaders continuously develop their knowledge and skills throughout their careers.
- 1.5 The National Professional Qualifications (NPQs) provide training and support for teachers and school leaders at all levels, from those who want to develop expertise in high-quality teaching practice. The NPQ frameworks continue the robust method of design and development, building on the evidence base and expert guidance already established in the ECF and the ITT Core Content Framework. They complete the golden thread, running from initial teacher training through to school leadership, rooting teacher and school leader development in the best available evidence and collective wisdom of the profession.
- 1.6 Three specialist NPQs in Leading Teaching, Leading Behaviour and Culture, and Leading Teacher Development have been developed, and the Department also reviewed the full current suite of Leadership NPQs to ensure that they cover the specific knowledge and skills that school leaders need for the future. These reformed NPQs were made available to the sector from Autumn 2021.
- 1.7 To ensure NPQs continue to offer the best possible support and training to teachers and leaders wanting to expand their knowledge and skills, and as part of the government's plans to boost education recovery, the Department is adding two further NPQs to the suite: a specialist NPQ for Leading Literacy, and a leadership NPQ for Early Years Leadership.
- 1.8 The package of reforms will create a shared understanding of high-quality training and development, based on a consistent, evidence-informed understanding of what works. This understanding will start with Early Years provision and will be consistent throughout different phases of the school system. The NPQ training and development programmes are underpinned by carefully aligned frameworks, some of which build on one another as a teacher or leader progresses their career and which are delivered by experts in the education system.

2. The Suite of NPQs

2.1 NPQs are a voluntary suite of qualifications, already widely recognised by the sector and regarded as a set of prestigious professional qualifications. They have to date been designed to support the professional development of teachers and leaders in schools, including the addition of the NPQ for Leading Literacy and the Department is now expanding the NPQ offer to include leaders in the Early Years sector.

2.2 The reformed suite of NPQs comprises of the following qualifications:

Table 1: Reformed suite of NPQs

	Qualification	Target audience
Specialist NPQs	NPQ for Leading Teaching (NPQLT)	For Participants who have, or are aspiring to have, responsibilities for leading teaching in a subject, year group, key stage or phase.
	NPQ for Leading Behaviour and Culture (NPQLBC)	For Participants who have, or are aspiring to have, responsibilities for leading behaviour and/or supporting pupil wellbeing in their school.
	NPQ for Leading Teacher Development (NPQLTD)	For Participants who have, or are aspiring to have, responsibilities for leading the development of other teachers in their school. They may have responsibilities for the development of all teachers across a school or specifically trainees or teachers who are early in their career.
	NPQ for Leading Literacy (NPQLL)	For Participants who have, or are aspiring to have, responsibilities for leading Literacy across a school, year group, key stage, or phase.
Leadership NPQs	NPQ for Senior Leadership (NPQSL)	For Participants who are, or are aspiring to be, a senior leader with cross school responsibilities.
	NPQ for Headship (NPQH)	For Participants who are, or are aspiring to be, a head teacher or head of school with responsibility for leading a school.
	NPQ for Executive Leadership (NPQEL)	For Participants who are, or are aspiring to be, an executive head teacher or have a school trust Chief Executive Officer (CEO) role with responsibility for leading several schools.

	NPQ for Early Years Leadership (NPQEYL)	For Participants qualified to at least Level 3 with a full and relevant qualification* who are, or aspiring to be, managers of Private, Voluntary and Independent nurseries, headteachers of school-based or maintained nurseries, or childminders with leadership responsibilities.
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*‘Full and relevant qualifications’ are defined as qualifications that demonstrate depth and level of learning appropriate to specified outcomes of full Early Years, childcare or playwork qualifications. The qualification should have valid, reliable assessment and awarding procedures and must include an element of assessed performance evidence.

3. NPQ Content Frameworks

- 3.1 The Department has developed and published an NPQ Content Framework for each qualification, specifying the mandated requirements as to what the curricula of the NPQ training should cover whilst ensuring fidelity to the NPQ Content Framework. The NPQ Content Frameworks can be found here:
<https://www.gov.uk/government/publications/national-professional-qualificationsframeworks-from-september-2021>
- 3.2 The NPQ Content Frameworks are relevant to teachers and leaders in both primary and secondary phases. The NPQ Content Framework for Early Years Leadership is relevant to leaders in both Private, Voluntary and Independent (PVI) nurseries and school-based nurseries, as well as childminders with leadership responsibilities.
- 3.3 The Content Frameworks have also been designed to ensure they support all pupils to succeed in both mainstream and specialist settings. This includes those pupils identified within the four areas of need set out in the Special Educational Needs and Disability (SEND) code of practice¹, and children in need of help and protection as identified in the Children in Need Review².
- 3.4 The curriculum content developed by Providers must cover all the knowledge and skills included in the NPQ Content Framework. Providers must ensure fidelity to the Content Frameworks within their course material by including, and expanding on, all ‘Learn that’ and ‘Learn how to’ statements, drawing on, and making reference to, the evidence base cited in the Frameworks. However, the actual structure and how the content will be delivered, is for the Provider to design and determine.
- 3.5 For NPQSL, NPQH and NPQEL, while it is still expected that all statements in the NPQ Content Frameworks will be covered, the experience of the Participants may lead Providers to particularly focus on the ‘learn how to’ columns when covering the first four sections (school/trust culture, teaching, curriculum and assessment, and behaviour).
- 3.6 For the NPQEYL, while it is still expected that all statements in the Content Framework will be covered, the experience of Early Years leaders may lead Providers to particularly focus on the ‘learn how to’ column when covering the ‘child development, curriculum and assessment’ section.

¹ <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>

² <https://www.gov.uk/government/publications/review-of-children-in-need/review-of-children-in-need#background>

- 3.7 The assessment process for NPQs has been designed to minimise the workload burden on Participants while still providing an opportunity for them to apply their knowledge. To pass the courses, Participants will need to engage with at least 90% of the course (exact requirements to be determined by the Provider) and pass one Summative Assessment.
- 3.8 In addition to the reformed suite of NPQs, the Department has introduced the Early Headship Coaching Offer for New Head Teachers an £800 per eligible head teacher top-up payment in respect of the NPQH for providers to design and deliver an Early Headship Coaching Offer for New Head Teachers who have taken the NPQH or will be taking the NPQH in their first five years in role. This is a targeted package of support tailored to the needs of Participants new to the role of headship when they are at their least experienced and most at risk of leaving the profession.
- 3.9 The aim of the Early Headship Coaching Offer for New Head Teachers is to provide structured, unassessed face-to-face support based on the best available evidence about what makes an effective head teacher. This may include, but is not limited to, group coaching and expert led one-to-one conversations. Challenges new head teachers face are varied; evidence shows that support is more effective when tailored to the needs and context of the head teacher.
- 3.10 Providers appointed to this Framework Agreement are required to design the Early Headship Coaching Offer for New Head Teachers and set a clear, coherent mechanism to ensure that it is available both to those who have completed or started the NPQH prior to taking up their first head teacher role, and those who are in their first five years of headship.

4. Teaching Schools Hubs

- 4.1 The Department's 2019 Teacher Recruitment and Retention Strategy committed to improving support for all teachers, ensuring that they receive high quality training and development at every stage of their career – from Initial Teacher Training through to school leadership. At the heart of this new system are Teaching School Hubs (TSHs). TSHs have a dedicated focus on teacher training and development, recognising the development of teacher expertise as the most important form of school improvement.
- 4.2 TSHs currently play a significant role in NPQ delivery. The delivery model outlined at section 1 paragraph 7, provides further detail of how TSHs form part of the Lead Provider's supply chain.
- 4.3 In addition to NPQ delivery, TSHs also deliver school-based ITT, and quality assure statutory induction through an appropriate body role. Their clearly defined role in teacher development makes it easier for schools, teachers and leaders to identify what opportunities and support are available to them. Some TSHs also deliver other high-quality evidence based CPD that focusses on developing quality teaching across the country.

5. Institute of Teaching

- 5.1 The Teacher Recruitment and Retention Strategy outlined the Department's commitment to improving training opportunities at every stage of the teacher career journey. We need a strong delivery infrastructure to provide a world-class development offer for teachers. To support this, alongside Teaching School Hubs, we are in the process of procuring a contractor to establish and operate a new Institute of Teaching ("the Institute"), which will be central to this infrastructure.

- 5.2 It will be built on and further develop the best provision in the system, and will deliver across at least four regional Campuses from September 2022, subject to the outcome of the Spending Review. It will innovate and exemplify delivery of the 'golden thread' of teacher development, encompassing the new Initial Teacher Training Core Content Framework, Early Career Framework (ECF), the full suite of National Professional Qualifications (NPQs) and be the sole provider of the National Leaders of Education (NLE) development programme. The Institute will also have a role in building and sharing best practice in teacher development.
- 5.3 As the Institute of Teaching will be the flagship teacher training and development provider, it is anticipated that, subject to satisfying the relevant call off process under the Institute of Teaching Framework Agreement, performance and funding availability, it will be given first preference by the Department when commissioning Department funded NPQ delivery volumes.

6. Delivery Framework Lots

Under the ECF and NPQ Delivery Framework the Services will comprise 4 Lots (the "Lots"):

Table 2: Delivery Framework Lots	
Lot 1 ECF	to deliver the ECF from September 2022.
Lot 2 reformed suite of NPQs	to design and/or deliver the six reformed NPQs as launched in 2021, from October 2022.
Lot 3 NPQ for Early Years Leadership and NPQ for Leading Literacy	to design and deliver the new additional NPQs from October 2022.
Lot 4 Future Services	to design and deliver new and additional Services to strengthen leadership across the sector, improve capacity and support teacher development objectives.

7. Delivery Model Overview

Lots 2 – 3 (NPQ)

- 7.1 Providers will be responsible for designing and delivering the required Services for the Lots they are appointed to. Further detail of what each Lot consists of can be found in the relevant sections of this ITT.
- 7.2 Providers can build capacity in either the design and/or delivery aspect of the NPQs through appointing specialist partner organisations (Delivery Partners) to design and deliver the curriculum content and deliver the Assessment Function. The NPQ Assessment Function relates to the marking of Summative Assessment and completion of feedback and moderation as outlined in section 6C paragraphs 3.14 to 3.36 of the Service Requirements below.
- 7.3 Providers can deliver the range of Services in partnership with Delivery Partners. It is envisaged that these Delivery Partners may include TSHs, Multi-Academy Trusts ("MATs"), other high performing schools, school networks and high-quality education services providers.

- 7.4 The Department envisages that Delivery Partners will:
- 7.4.1 partner with the Lead Provider, ensuring the design and delivery of qualifications and programmes is high quality and consistent;
 - 7.4.2 contribute towards the recruitment of Participants;
 - 7.4.3 work flexibly with the Lead Provider, leading or contributing expertise to the design of content and delivery, enabling best practice on the ground and local contexts to be considered;
 - 7.4.4 deliver qualifications and training;
 - 7.4.5 collaborate with other Delivery Partners to ensure coherency of the training offer;
 - 7.4.6 undertake regular reviews of their delivery in line with the quality assurance strategy and contractual obligation of the Lead Provider;
 - 7.4.7 supply timely data and Management Information to the Lead Provider;
 - 7.4.8 ensure Participants understand and complete NPQ assessment requirements (NPQ Lots only);
 - 7.4.9 ensure that, where they are delivering the Assessment Function (Lots 2 and 3 NPQ only), the Delivery Partner will instigate processes and measures to ensure there is a separation of duties between the delivery of the Assessment Function and the delivery of content to ensure there is no risk of actual or perceived conflict of interest in the operation of these two roles.
- 7.5 Delivery Partners must have the specific expertise to enable them to support the Lead Provider in:
- 7.5.1 designing the curriculum content and/or;
 - 7.5.2 deliver high quality training to Participants and/or;
 - 7.5.3 administering assessment.
- 7.6 Delivery Partners must meet the minimum selection criteria set out in Table 3 in section 6A of the Service Requirements.
- 7.7 The Department recognises that Providers may need time to build their capacity and develop their Delivery Partner network over the term of the Framework Agreement. Therefore, the Department has designed the Framework to allow increased flexibility for the Provider to adjust the composition of their supply chains for each Call Off Contract.
- 7.8 Providers will ensure that Delivery Partners are sufficiently trained to deliver the designed content and will ensure they are engaged in the curriculum design process.
- 7.9 NPQ Delivery Partners will:

- 7.9.1 ensure Participants understand and complete NPQ assessment requirements (NPQ Lots only).
- 7.9.2 ensure that, where they are delivering the Assessment Function (Lots 2 and 3 NPQ only), the Delivery Partner will instigate processes and measures to ensure there is a separation of duties between the delivery of the Assessment Function and the delivery of content to ensure there is no risk of actual or perceived conflict of interest in the operation of these two roles.
- 7.9.3 The NPQ Assessment Function relates to the marking of Summative Assessment and completion of feedback and moderation as outlined in section 6C paragraphs 3.14 to 3.36 of the Service Requirements below.
- 7.9.4 Providers will have the flexibility to create partnerships that allow Delivery Partners to specialise and deliver one or more of the NPQs. Providers must ensure that only Delivery Partners who deliver the NPQH deliver the Early Headship Coaching Offer for New Head Teachers. This may include but is not limited to coaching, one-to-one expert led support and peer network support.
- 7.9.5 Providers will have the flexibility to extend the NPQH programme for up to six months (24 months in total) for Participants taking the NPQH in their first five years of headship. This will help incorporate the Early Headship Coaching Offer for New Head Teachers and alleviate any workload pressures that Participants new to the role of headship may encounter.

8. Call Off Arrangements

- 8.1 The Framework Agreement allows for flexibility to issue Call Off Contracts for each academic year, either by direct award or Further Competition, which will be determined by policy priorities, demand, funding and other factors that are deemed appropriate. The Department also reserves the right to award a Call Off Contract that covers multiple Cohorts / academic years and / or multiple Services. Schedule 4 of the Framework Agreement sets out the Call Off procedures.
- 8.2 For NPQs, the Department anticipates awarding Call Off Contracts on an annual basis which cover the October and February Cohorts. The Department reserves the right to award Call Off contracts across multiple cohorts as set out in 8.1 above.
- 8.3 The number and type of Call Off Orders placed by the Department will depend on the outcome of future Spending Reviews and the Tendered Framework Prices of Providers.
- 8.4 For NPQ Lots 2 and 3, the intention is to award two Call Offs ("Set Up Call Off" and "Delivery Call Off") within the first year of the Framework to one or more Providers. Additional "Delivery Call Offs" will be made in year 2 of this Framework onwards. For NPQ Lot 4, the intention is to award two Call Offs ("Set Up Call Off" and "Delivery Call Off") per Future Service to one or more Providers. Additional "Delivery Call Offs" will be made in subsequent years as required by the Department. Section 2 of the ITT Document 1 outlines the Department's intentions in respect of awarding Call Off Orders.

9. School Call Offs (NPQ Lots only)

- 9.1 The Framework Agreement will be accessible to Participants from schools who do not meet the Scholarship Funding criteria outlined in Table 19 in section 6C of the Service Requirements.

Schools who do not meet the Scholarship Funding criteria will be able to award Call Off Orders to Providers in accordance with Schedule 4 of the Framework Agreement. This is to allow Participants who are not eligible for funding from the Department to undertake an NPQ with a Provider on the Framework.

- 9.2 Clause 3.2 of the Framework Agreement sets out specific conditions in respect of Call Off Orders made by Schools.

10. Programme Design and Set Up

- 10.1 As part of any Set Up Call Off Contract, Providers shall commence the design of all NPQ training content, Formative and Summative Assessment (NPQ specific Lots) and delivery of the NPQ in a timely manner. Providers will be required to submit specified content for review in line with the requirements detailed in sections 6C of the Service Requirements.
- 10.2 The Provider will work flexibly with Delivery Partners throughout the design of the NPQs building on the success of the reformed suite of NPQs and will provide opportunities for peer-to-peer engagement to support programme development.

11. Quality Assurance

- 11.1 To provide a Quality Assurance (QA) Function, the Department is working with Ofsted to put in place a new inspection framework for the reformed NPQ programmes from Academic Year 2021/22. Ofsted's role will be to inspect Lead Providers' delivery of training against the consistent quality criteria set out within the inspection framework, which is due to be published in early 2022.
- 11.2 Ofsted will inspect the Lead Providers. To inform their assessment of the Lead Providers, Ofsted will visit a sample of Delivery Partners and will engage others involved in receiving and delivering their programmes including Participants and Mentors. Delivery Partners, including Schools, will not be judged individually as part of these inspections nor directly named in reports. Ofsted will begin inspection of Providers from Academic Year 2022/23, assessing the performance of Services delivered under the Call Off Contracts, and its quality assessments will support and inform contract management of the Providers. Where organisations have delivered the reformed NPQs under previous contracts other than Call Off Contracts under this Framework Agreement, and have received Ofsted inspection related to that delivery, Ofsted may take that information into account in assessing the frequency and level of inspection that will apply to that Provider from 2022/23.
- 11.3 Further details of inspection and the QA Function are outlined in section 6A paragraph 11 of the Service Requirements. Providers should be aware that the Department reserves the right to amend this section to reflect the specific requirements of the inspection framework, once published.
- 11.4 The Department and/or an External Body appointed by the Department, will require reassurance of the quality of Providers' materials developed during the Set Up Call Off, further details are set out in section 6C paragraph 5 of the Service Requirements.