

CONTRACT TO INCREASE SCHOOL LUNCH TAKE-UP BY A MINIMUM OF FIVE PERCENTAGE POINTS IN JUNIOR AND SECONDARY SCHOOLS WHERE IT IS CURRENTLY LOW

THIS CONTRACT IS DATED 22 July 2014

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT ("the Department"); and**
- 2) The Design and Technology Association, 16 Walton Rd, Wellesbourne, Warwick CV35 9JB ("the Contractor")**

Recitals

The Contractor has agreed to increase school lunch take-up by a minimum of five percentage points in 1050 secondary schools where it is currently low on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is SFPTake-up3

1. Interpretation

In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1; in summary, this is to work with secondary school leaders to increase take-up by a minimum of five percentage points by recruiting and training secondary school food teachers to be the school's food champions ("SFC"), supporting heads and leadership teams to bring together school food services and cooking and nutrition in the curriculum.
"the Contract Manager"	Christopher Brockhurst, Department for Education, Sanctuary Buildings, Great Smith Street London SW1P 3BT;
"the Contractor's Contract Manager"	Louise Davies, Lead Food Technology Consultant, The Design and Technology Association;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"CFT"	means the Children's Food Trust;
"Charges"	the charges for the provision of the Services set out in and derived in accordance with Schedule 1, including any milestone payment, stage payment or service charge;
"Commencement date"	means the first day of the Contract or the first day that the Contractor starts work;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"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;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Controlled Activity"	in relation to children as defined in Section 21 of the Safeguarding Vulnerable Groups Act 2006. In relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Crown and / or Her Majesty"	both mean Queen Elizabeth II and any successor to Her Majesty;
"Crown Body"	any department, office or agency of the Crown;
"DATA"	means the Design and Technology Association;

"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"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;
"FFLP"	means the Food for Life Partnership; which is a partnership of charities led by the Soil Association Ltd.;
"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;
"FSM"	means free school meals;
"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,
"HMSO"	means Her Majesty's Stationery Office;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);

"Key Sub-contractor"	<ul style="list-style-type: none"> (a) each of the Sub-contractors listed in clause 21.1; (b) any Sub-contract with a Sub-contractor replacing any Key Sub-contractor listed in clause 21.1; (c) any Sub-contractor which in the opinion of the Department performs a business critical role in the provision of the Services; (d) any Sub-contractor with a Sub-contract with a contract value in excess of 5% of the aggregate Charges payable under this Contract.
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract;
"Regulated Activity"	in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;
"Regulated Activity Provider"	as defined in Section 6 of the Safeguarding Vulnerable Groups Act 2006;
"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;
"SFC"	means School Food Champion;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;

"Sub-contract" any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

"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;

"Work" means any and all Works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;

"Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.

1.1. 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.

1.2. Reference to the singular include the plural and vice versa and references to any gender include both genders. 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 28 February 2014 and, subject to Clause 11.1, shall complete the Services on or before 31 March 2016.

2.2. This Contract shall be deemed to have been effective from 28 February 2014.

3. Contractor's Obligations

3.1. The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.

- 3.2. The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3. 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.

4. Department's Obligations

- 4.1. The Department will comply with the payment provisions of Schedules 1 and 2 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. Changes to the Department's Requirements

- 5.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2. The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6. Management

- 6.1. The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7. Contractor's Employees and Sub-Contractors

- 7.1. Where the Contractor enters into a contract with a supplier or contractor 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 a specified period from the receipt of a valid invoice not exceeding:

7.1.1. 10 days, where the Sub-contractor is an SME; or

7.1.2. 30 days either, where the Sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs.

- 7.2. The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.
- 7.3. The Department shall be entitled to withhold payment due under Clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to

comply with its obligations to pay any Sub-contractors promptly in accordance with Clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

- 7.4. The Contractor shall take all reasonable steps to satisfy itself that its employees or Sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. If the Department notifies the Contractor that it considers that an employee or 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 required by the Department, shall remove the said employee or Sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.10. The Contractor shall use all reasonable endeavours to ensure that all its employees and Sub-contractors who are not EC Nationals are legally entitled to be resident in the UK and have a work permit, where applicable.

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9. Intellectual Property and Copyright - including warranties

- 9.1. It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 9.2. Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Services owned by the Contractor ("Background Intellectual Property") shall remain in the ownership of the Contractor but in

consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual license with rights to grant sub-licenses.

- 9.3. The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 9.4. The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 9.5. The Contractor warrants:
 - 9.5.1. that the Contractor's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
 - 9.5.2. that the Contractor's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 9.5.3. that the use of or exercise by the Department of the Contractor's Background Intellectual Property will not infringe the rights of any third party; and
 - 9.5.4. that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 9.6. The Contractor shall ensure that any copyright materials comprising the Department's Intellectual Property Rights produced by or on behalf of the Contractor shall be marked with the following copyright notice "© Crown Copyright ***year of publication***".

10. Warranty and Indemnity

- 10.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. 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.
- 10.2. 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:

- 10.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
 - 10.2.2. 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.
- 10.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
 - 10.4. The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings up to 1.5 times the total value of the Contract arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
 - 10.5. 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.
 - 10.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
- 11. Termination**
- 11.1. This Contract may be terminated by either party giving to the other party at least 60 days' notice in writing.
 - 11.2. In the event of any breach of this Contract by either party, 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.
 - 11.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
 - 11.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
 - 11.4.1. the Contractor passes a resolution that it be wound-up or that an

application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

- 11.4.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 11.4.3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 11.4.4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 11.4.5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 11.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
- 11.4.6. 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;
- 11.4.7. 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;
- 11.4.8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfill his/their obligations relating to the payment of Social Security contributions;
- 11.4.9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfill his/their obligations relating to payment of taxes;
- 11.4.10. 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.

11.5. Nothing in this Clause 11 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.

12. Status of Contractor

12.1. 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. 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.

13. Confidentiality

13.1. Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

13.1.1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and

13.1.2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

13.2. Clause 13.1 shall not apply to the extent that:

13.2.1. 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 14 (Freedom of Information);

13.2.2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

13.2.3. such information was obtained from a third party without obligation of confidentiality;

13.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

13.2.5. it is independently developed without access to the other party's Confidential Information.

13.3. The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project 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.

13.4. The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

13.5. The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

13.6. Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

13.6.1. to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information

shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;

- 13.6.2. to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3. for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7. The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause 13 is made aware of the Department's obligations of confidentiality.
- 13.8. Nothing in this Clause 13 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.
- 13.9. The parties acknowledge that, except for any information which 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.
- 13.10. Subject to Clause 13.9, the Contractor hereby gives his 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.
- 13.11. 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.
- 13.12. The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Freedom of Information

- 14.1. 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.
- 14.2. The Contractor shall and shall procure that its Sub-contractors shall:

- 14.2.1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 14.2.2. 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
 - 14.2.3. 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.
- 14.3. 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.
 - 14.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
 - 14.5. The Contractor acknowledges that (notwithstanding the provisions of Clause 14) 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 Project:
 - 14.5.1. in certain circumstances without consulting the Contractor; or
 - 14.5.2. following consultation with the Contractor and having taken their views into account; provided always that where 14.5.1 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.
 - 14.6. 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.

15. Data Protection

- 15.1. The Contractor shall:
 - 15.1.1. Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the

Personal Data which is to be protected;

- 15.1.2. Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 15.1.3. Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 15.1.4. Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 15;
 - 15.1.5. Notify the Department within five Working Days if it receives:
 - i. a request from a Data Subject to have access to that person's Personal Data; or
 - ii. a complaint or request relating to the Department's obligations under the Data Protection Legislation;
 - 15.1.6. Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
 - i. providing the Department with full details of the complaint or request;
 - ii. complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
 - iii. providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - iv. providing the Department with any information requested by the Department;
 - 15.1.7. Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
 - 15.1.8. Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
 - 15.1.9. Not process or otherwise transfer any Personal Data outside the European Economic Area without the prior approval of the Department.
- 15.2. The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

16. Safeguarding children and Vulnerable adults

- 16.1. The parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 16.2. The Contractor shall comply with all relevant requirements of the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012, and regulations made thereunder in respect of any person employed or engaged by the Contractor or on the Contractor's behalf to perform the Services, including and not limited to checking with the Disclosure and Barring Service (DBS) whether such persons are barred from working, or seeking work, with children.
- 16.3. The Contractor shall monitor the level and validity of the checks under Clause 16.2 for each member of staff.
- 16.4. The Contractor warrants that at all times for the purposes of this Contract:
 - 16.4.1. it is appropriately registered in relation to all persons who are or will be employed or engaged by the Contractor in the provision of the Services, and
 - 16.4.2. it has no reason to believe that any such person is:
 - i. barred from the activity; or
 - ii. not registered with the DBS, in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 16.5. The Contractor shall immediately notify the Department of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 16 have been met. The Department shall ensure reasonable notice is given as far as possible.
- 16.6. The Contractor shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users or children.
- 16.7. The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 16.8. The Contractor shall not, without the prior written consent of the Service Purchaser, employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Controlled Activity or may present a risk to Service Users or any other person.
- 16.9. The Department's consent under Clause 16.8 shall be conditional on appropriate safeguards being put in place as the Department in its absolute discretion, and in accordance with any directions made under the SVGA 2006, may determine.

17. Access and Information

- 17.1. 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 Contractor's employees.

18. Transfer of Responsibility on Expiry or Termination

- 18.1. 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.
- 18.2. 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 the Schedule.
- 18.3. 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.

19. Tax Indemnity

- 19.1. 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.
- 19.2. 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.
- 19.3. 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 19.1 and 19.2 above or why those Clauses do not apply to it.
- 19.4. A request under Clause 19.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 19.5. The Department may terminate this Contract if:
- 19.5.1. in the case of a request mentioned in Clause 19.3 above if the Contractor:
- i. fails to provide information in response to the request within a reasonable time, or
 - ii. provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 19.1 and 19.2 above or why

those Clauses do not apply to it;

19.5.2. in the case of a request mentioned in Clause 19.4 above, the Contractor fails to provide the specified information within the specified period, or

19.5.3. it receives information which demonstrates that, at any time when Clauses 19.1 and 19.2 apply, the Contractor is not complying with those Clauses.

19.6. The Department may supply any information which it receives under Clause 19.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

19.6.1. The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

19.7. The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

19.8. The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

19.9. The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

20. Amendment and variation

20.1. 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.

21. Assignment and Sub-contracting

21.1. The Contractor will work in collaboration with agreed Key Sub-contractors to provide the services set out in this Contract. Agreed Key Sub-contractors comprise:

- The British Nutrition Foundation
- Eagle Solution Services

- 21.2. Whilst providing the Services, the Department requires the Contractor to collaborate and work with the Children's Food Trust and The Soil Association as set out in Annex A to Schedule 1, which is subject to the clauses in this Contract.
- 21.3. The Department acknowledges that whilst the Contractor will collaborate and work with the organisations named in 21.2, the Contractor can only accept responsibility for its own Services and those of its Sub-contractors provided to the Department.
- 21.4. The benefit and burden of this Contract may not be assigned or Sub-contracted further in whole or in part by the Contractor without the prior written consent of the Department. Such consent (not to be unreasonably delayed or withheld) 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.
- 21.5. The Contractor shall not terminate or materially amend the terms of any Sub-contract without the Department's prior written consent, which shall not be unreasonably withheld or delayed.
- 21.6. The Department may require the Contractor to terminate a Sub-contract where the acts or omissions of the relevant Sub-contractor have given rise to the Department's right of termination as set out in Clauses 11.2 to 11.4.

22. The Contract (Rights of Third Parties) Act 1999

- 22.1. This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

23. Waiver

- 23.1. 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.

24. Notices

- 24.1. Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

25. Dispute resolution

- 25.1. 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.

- 25.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 25.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 25.3. 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.

26. Discrimination

- 26.1. 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.
- 26.2. The Contractor shall take all reasonable steps to secure the observance of Clause 26.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

27. Sustainable Considerations

- 27.1. The Contractor shall in all his operations, including purchase of materials goods and services, adopt a sound proactive sustainable approach, designed to minimise harm to the environment, society and economy and be able to provide proof of doing so to the Contract Manager on demand.

28. Contractor's use of sustainability impact assessment tools

- 28.1. Contractors shall undertake a sustainability impact assessment and use outputs of this and other good practice examples to deliver the services / goods / benefits in a manner that optimises the environmental, social and economic impact of this Contract including but not limited to energy usage, transportation, bio-diversity, water usage, pollution, re-cycling, in order to maximise value for money, sustainable delivery.

29. Entire agreement

- 29.1. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 29.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

30. Law and Jurisdiction

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

As witness the hands of the parties

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

Authorised to sign for and on behalf of
The Design and Technology
Association

Signature



JACQUIE SPATCHER

**DEPUTY DIRECTOR, SCHOOL
FOOD AND PARTICIPATION
DIVISION**

**LEVEL 2
SANCTUARY BUILDINGS
GREAT SMITH STREET
LONDON SW1P 3BT**

Date 22.7.14

Signature



RICHARD GREEN

**CHIEF EXECUTIVE OFFICER, THE
DESIGN AND TECHNOLOGY
ASSOCIATION**

**16 WALTON RD,
WELLESBOURNE,
WARWICK CV35 9JB**

Date 16.7.14

Schedule 1

1. Background

- 1.1. On 12 July 2013, the Department for Education published the School Food Plan, the outcome of the review of school food commissioned by the Secretary of State for Education in July 2012. The School Food Plan contains 16 specific actions aimed at further increasing the quality and take-up of school meals; developing a whole-school food culture in every school; and exciting children about good food and cooking so that they can lead healthy lives.
- 1.2. The authors of the School Food Plan reported that after 40 years of decline, take-up of school food is now increasing – up seven percentage points in the past three years, to a national average of 43%. This is still too low for the system to be financially self-sufficient, with school meals currently subsidised by approximately £140m a year. The authors calculated that on average, schools currently lose around £7,100 per year each on school dinners. From September 2014 funding free school meals for all infant pupils will help improve the economic viability of school meals in infant and primary schools. By helping junior and secondary schools to increase their take-up by a minimum of five percentage points the average loss per school would be reduced to £850, a saving of over £6,000 per school. Repeated across 2,000 schools this represents a saving of nearly £13 million per year. Taking into account phasing of the benefits, the net present value of the project over five years would be in the region of £33 million.

2. Aim

- 2.1. The Contractor will support schools to increase school food take-up by a minimum of five percentage points by applying the three common approaches found in successful schools with high take-up:
 - i. schools adopting a 'whole-school' approach;
 - ii. the headteacher and other school leaders leading the change; and
 - iii. schools meeting the needs of children and focus on the school food issues children care about.

3. Objectives

- 3.1. The Contractor will:
 - i. Increase school lunch take-up by a minimum of five percentage points in 25 state-funded secondary schools (including junior and secondary age special schools and pupil referral units) in England where fewest children choose to eat a school meal through an "intensive support" programme;
 - ii. Increase school lunch take-up by a minimum of five percentage points in 25 secondary schools (including junior and secondary age special schools and pupil referral units) in England where fewest children choose to eat a school meal through a light-touch approach;
 - iii. Contribute to the increase school lunch take-up by a minimum of five percentage points in 1000 secondary schools (including junior and secondary age special schools and pupil referral units) in England where fewest children choose to eat a school meal by working jointly in schools with the Children's

Food Trust and the Soil Association;

- iv. Train 1075 secondary school food teachers to support heads and leadership teams to bring together school food services and cooking and nutrition in the curriculum, including engaging pupils in designing healthier school lunches through the mechanisms set out in paragraph 4 and Annexes A and B to schedule 1; and
- v. Develop the School Food Champion toolkit which will include materials, tools and activities to support the development of school food plans and change the menu development, service delivery and approaches to school food.

3.2. As a guide, eligible schools are those where:

- i. overall take-up is lower than 25%; and / or
- ii. fewer than 60% of pupils eligible for free school meals are taking up their entitlement meals; and/ or
- iii. fewer than 20% of non-free school meals pupils are purchasing school meals.

4. Methodology

The Contractor will deliver the following services:

- 4.1. **Recruit and train secondary school food teachers to be School Food Champions ("SFC")**, supporting heads and leadership teams to bring together school food services and cooking and nutrition in the curriculum, including engaging pupils in designing healthier school lunches. Through this programme the school team will be provided with a clear structure and support to help them develop a workable plan and sustain momentum. The Contractor will begin this by supporting the school to complete an audit which they will follow up with support to develop a bespoke plan to enable the school to focus on clear priorities that will make maximum impact on whole school food culture and thus school meal take up.
- 4.2. **Development of a 'School Food Champion Toolkit'** which will provide materials, tools and activities to help develop and sustain a collaborative approach to creating school food plans and changing the menu development, service delivery and approaches to school food. The toolkit will enable the SFCs to advise and support the school's leadership team to make the changes required. It will also help support SFCs in their work with all key stakeholders (governors, school business manager, parents, students, other staff members, catering team including the catering company if applicable and the local community) by offering a range of strategies for school catering engagement. It will comprise:
 - o a range of scoping exercises to help schools determine their needs and plan a scheme of work action plan across all aspects of school food;
 - o curriculum support materials and resources for teaching staff to ensure that food and food culture is integrated into all aspects of the curriculum and with materials aimed at engaging catering staff in joint work;
 - o ideas and activity plans that will enable pupils to undertake a range of activities for their input into the re-design of school meals such as menu planning activities and cooking dishes;
 - o audit tools to review whole school food and curriculum issues as one rather than as separate entities;

- new approaches to curriculum planning and professional development to support practice; and
- materials, activities and resources focusing on the role of the catering team in transforming school food practices and culture.

The toolkit will comprise a number of sections:

4.2.1. Supporting the SFC role:

- checklist/audit tool – to support planning (action and review);
- engagement strategies – staff, pupils, parents/carers and local community;
- school food standards – expectations and support/examples;
- up to date childhood nutrition and health facts/figures;
- activities and materials to help the SFC run consultation, testing, implementation and execution cycles of menu development work which will include stakeholder tasting sessions, undertaking pupil feedback, providing briefings and training to other staff; and
- posters to support and encourage school meal take up to support the school caterers, teaching and learning and parent/ carer engagement.

4.2.2. Curriculum focus: approximately 30% of the toolkit will focus on curriculum and pupil activities. This will include:

- curriculum audit and mapping tools;
- good practice approaches to whole school teaching (not just food technology teaching) to ensure consistency and coherence of learning about food;
- strategies for ensuring pupils are at the centre of devising school meal recipes and menus;
- strategies and ideas for healthy eating and school food marketing schemes of work;
- suggested schemes of work and lesson resources to improve current teaching;
- a selection of predominately savoury recipes manageable within an hour;
- ideas for cross curricular support – such as science, mathematics, art, geography, in order to embed the concepts across the whole school, and ideas for theme days;
- clubs and extra-curricular activities - based on the revised core food competences; and
- project based learning resources for cross curricular project work.

4.2.3. Professional development: The Toolkit will also have professional development section, with briefings for the SFC about their new role and tools to help guide the change management process. These will include guidance notes, tools and examples of what works well such as how to achieve their aims, and information about what to be aware of as they work in new areas, e.g. working with to the catering team. The change management information will use the ADKAR (Awareness, Desire, Knowledge, Ability, Reinforcement) model and the 'Plan, Implement and Evaluation Cycles' for

each area.

4.2.4. **Links to existing resources:** As part of the initial phase, a short scoping exercise will be undertaken to ensure that summaries and links to relevant resources provided. This will include resources specifically developed to support other food-based work from organisations such as the Children's Food Trust and the Food for Life Partnership.

4.3. **Provision of a *School Food Champion Starter Kit*** which will include:

- school food plan overview;
- role and responsibilities;
- key challenges and opportunities;
- guidelines for the SFC;
- poster detailing the aims and objectives which will act as a reminder;
- familiarisation activities;
- understanding school catering;
- group exercises; and
- practical solutions for getting work from the classroom into the lunchroom.

4.3.1. The Starter Kit will include the latest School Food Plan video and a set of inspirational tools to ensure that SFCs understand the targets, the programme's requirements and expected outcomes. Key requirements of the programme will be identified as milestones that need to be achieved based on a framework created as part of the programme. The delivery team will ensure that these requirements and expected outcomes are clearly spelt out to prospective SFC's in advance.

4.3.2. The Starter Kit will also include an adapted version of a proprietary Eagle Solution Services ("ESS") training course called "Understanding School Catering". This course has been designed specifically for non-caterers, and takes learners with an interest in school catering to feeling confident in being able to run a catering service in house. This covers both the operational catering requirements as well as the financial and business management requirements of school catering.

4.4. **An action plan** for each school.

4.4.1. This will be the starting point from which the other activities flow. The action plan is a working document that is updated during the progress of the programme, as new priorities or issues are revealed. It is anticipated that the action plan will change and evolve over the length of the programme following reviews which will be embedded into the various stages of the programme's delivery. In 'Partnership schools' this will be part of the action plan required by CFT or FFLP as appropriate. The Contractor may use its discretion if it feels that a new action plan is not necessary for a school which already has something of equivalence in place.

4.4.2. The action plan will be supported by structured activities and online webinars that at times will involve the SFC, the head, business manager and the school caterer, working both individually and together to identify the changes

required and then to determine the necessary actions needed to make the requisite changes.

4.4.3. As part of the programme review, schools will be asked to revisit the action plan at the end of the project as an important aspect of the programme's evaluation.

4.5. **'Intensive support' for 25 schools** ("intensive support" schools) which will include:

- recruiting schools for the programme and providing information for school leaders and others about the SFC role;
- face to face training and launch of programme: Upskilling the SFC in their role; preparing them to operate as part of the school team and work with the school leadership team to increase school meal take-up and improve food education;
- ongoing support of up to two days input for the SFC (and others) through face to face meetings, telephone calls;
- use of the SFC toolkit;
- supporting the change management process through activities and materials to help the SFC run consultation, testing, implementation and execution cycles of menu development work. This will include stakeholder tasting sessions, undertaking pupil feedback, providing briefings and training to other staff; and
- running a series of 'focus point' activities that will include:
 - "Our School's Food Plan";
 - The Culture of Consultation;
 - School Food Audit;
 - Healthy Eating and Marketing;
 - The Dining Environment; and
 - The Meal, the Plate and Presentation.

4.6. **Light touch support for 50 schools** ("light touch" schools). The objective of this 'light touch' group is to learn lessons about what works best where intensive support cannot be provided, which will be the case once the programme ceases. Support for 'light touch' schools will include:

- On-line training /remote support to upskill the SFC in their role; preparing them to operate as part of the school team and work with the school leadership team to increase school meal take-up and improve food education.
- On-line/remote support for the change management process which will include activities and materials to help the SFC run cycles of consultation, testing, and implementation of menu development. This will include stakeholder tasting sessions, undertaking pupil feedback and providing briefings and training to other staff.
- Running focus point activities that will include:
 - "Our School's Food Plan";
 - The Culture of Consultation;
 - School Food Audit;
 - Healthy Eating and Marketing;
 - The Dining Environment; and

- The Meal, the Plate and Presentation.

The Contractor will recruit and work with 50 light touch schools on the programme, but will claim for outcomes achieved in 25 of these.

4.7. Support for schools in partnership with CFT and FFLP (“partnership” schools) which will include (see also annexes A and B to schedule 1)

4.7.1. Support partnership schools by providing:

- information for school leaders and others about the SFC role;
- training (remote): Upskilling the SFC in their role and supporting the SFC to operate as part of the team and support the school leadership team to increase school meal take-up and improve food education;
- using the SFC toolkit to support the SFC (and others);
- access to the Contractor’s food technology teachers’ network; and
- access to mentoring opportunities and school visits to a number of flagship schools identified at the scoping stage and supported by the consortia.

4.7.2. At school level, the SFC will work with representatives from CFT and FFLP (and/ or other relevant organisations) by:

- briefing them about the SFC programme;
- sharing audit materials and online support tools in order to continue to seek improvement, raise the profile of the team and to empower them for the change; and
- developing an outline plan and look for avenues for further collaboration to ensure the pupil voice is heard via curricular work.

4.8. Supporting schools to make school meal provision an integrated part of the school by working with three distinct groups:

- heads and the senior leadership team, using materials devised by ESS which have been modified to fit the needs of the programme;
- food technology teachers through support to the senior leadership team around nutrition and school food issues; and
- putting pupils at the very centre of the change management process by offering them a direct route to share their views and experiences of school food by actively engaging pupils in the design of recipes for their school food service as part of their food lessons.

4.9. Disseminating learning from the SFC programme to other schools and school food organisations through:

- a series of specific web pages located on the main DATA website to disseminate information about, learnings from and findings of the programme;
- quarterly e-briefings to interested parties on issues and learnings derived from the programme;
- website case studies of learning outcomes on a termly basis;
- dissemination of resource materials to those involved in school food via the

website;

- a minimum of four celebration events to promote good working practice and inspire other participants;
- a dedicated communications strategy planned to disseminate the learnings to relevant publications;
- an interim report and an end of programme report discussing the main findings; and
- an online video diary documenting the journey and successes as part of the end report.

4.10. Holding schools and the School Food Champion to account for increasing take-up: Some teachers will require support from the Contractor in their new role while others will be ready to take this opportunity to step up. The Head Teacher will play a key role in appointing the SFC and will be overall responsible for the changes and securing increases in take up. To do this, each half term the SFC will report their take up figures, activities and successes/progress. This will be monitored over the programme to ensure that their targets are on course to be met. A flagging system will alert the support team to schools that are not on track and these will be supported.

4.11. Meeting the needs of hard to reach groups, including ensuring take-up by FSM pupils. The Contractor will train the SFC in techniques to increase take-up by FSM pupils through:

- the removal of the dual systems for payment which identifies FSM students;
- removing the payment for meals at point of sale, which also speeds up the service;
- the removal of dual payment structures in secondary schools which limits choice and availability for FSM students but not for paying students;
- the use of pupil consultations in lessons or registration, for example using secret ballots and anonymity walls;
- using incentives such as uniform vouchers, stationery, etc.; and
- use of media aimed at head teachers, through their local networks and through wider head teacher networks.

4.12. Recruiting schools through:

- data available from government and local authorities;
- using the Contractor's existing extensive network of schools and food technology teachers;
- data available from Key Sub-contractors the British Nutrition Foundation and Eale Solution Services;
- data from a range of organisations including the Children's Food Trust, Food for Life Partnership and Lead Association for Catering in Education (LACA);
- using the Contractor's and Sub-contractors' regular email newsletters, websites, exhibitions such as the Education Show where partners already attend;
- clearly promoting the benefits of participating in the programme, for example:
 - utilisation of an existing resource which limits costs of involvement in the programme;

- the potential for CPD and professional development as well as the opportunity for extended learning for the Food Technology teacher;
- improved and increased profile of the Food Technology teacher which acts as a new resource;
- a reinvigorated, trained and engaged team working with the Food Technology teacher;
- supporting the school to meet the school food standards;
- ensuring that pupils aged 14-16 can cook at least 5 savoury dishes; and
- curriculum development opportunities.

4.13. The Services provided by the Key Sub-contractors are as follows:

4.13.1. **Eagle Solutions Services (ESS)** will lead on work in the school environment with pupils, catering and food support staff and with the Head Teacher and Senior Leadership Team. This work will include carrying out a range of audits, surveys, consultations, and assessments to assess where the service is at present and to identify key progress steps required. Work will then include devising a planned approach to change including offering tasting experiences, work to support menu devising and preparation exercises, and a range of sessions focused on engaging pupils, parents and teaching staff in making the necessary changes. Focus point activities will include:

- **“Our School’s Food Plan”**, where the schools vision and plan is shared with the catering team following their consultation to engage part of it and consideration of the areas for change over the coming terms.
- **The Culture of Consultation**, explaining the tried and tested means of ensuring consultation is part and parcel of the menu development process and ways to include this and celebrate the prevalence of student voice in the menus.
- **School Food Audit**, the temperature check of where things are in all aspects of school food, the environment and the promotion of healthy eating.
- **Healthy Eating and Marketing**, checking on the consistency of food messages around the school and also linking into the marketing of the school meal service in the context of other messages targeted at young people.
- **The Dining Environment**, considering the physical and time space given to the eating of meals.
- **The Meal, the Plate and Presentation**, considering the factors important to the presentation of an inviting healthy and nutritious meal.

4.13.2. **The British Nutrition Foundation (“BNF”)** will jointly lead the successful delivery of this programme through its management, monitoring, school support and resource production. Specifically, this will include the creation of teaching and learning resources for teachers, development of CPD materials, production of monthly inspirational exercises and the creation of resources to support implementation. In addition, BNF will take the lead in the development and creation of webinars, supporting schools to increase uptake of school meals. Through the intervention, BNF will also support the maintenance of school hub relationships in different school categories,

promote the SFC and be involved in the monitoring of data to support/demonstrate change and impact. BNF will provide specific expertise on whole school food, nutrition education, food and nutrition standards and school food provision.

4.14. Value for money, sustainability and environmental sustainability will be achieved through:

4.14.1. Value for money:

- utilising tried and tested models of intervention and change management - limits the potential for expensive mistakes or trialing new models that prove less successful;
- utilising expertise of existing organisations rather than having to buy in expensive consultancy support to find new solutions;
- leveraging match funding via consortium and other partners;
- using existing platforms e.g. BNF 'eSeminar' platform;
- use of the Contractor's website to host resources; and
- use of Sub-contractor's facilities.

4.14.2. Sustainability:

- toolkit available for all schools in digital format;
- case studies and all resources developed will be made available on the dedicated web pages;
- resources such as e-seminars will be available after pilot;
- utilisation of two organisational websites that already attract significant traffic by those involved with school food; and
- extensive use of online technology to reduce need for travel.

4.14.3. Environmental impact:

- digital toolkits and online tools reduce use of printed materials
- email communication – fast, effective and able to be targeted at correct audience
- limited travel built into contract
- impacts of the programme on helping to reduce food waste – not only will involvement with the programme help catering services to reduce actual food waste; encouraging pupils to engage with food, reductions in food waste will occur as pupils actually eat more of their food purchases.

4.15. The requirements in this paragraph 4 may be amended from time to time by agreement with the Contractor.

5. Management Information

5.1. The Contractor shall provide the following management information:

5.1.1. a headline project plan containing key performance milestones (June 2014)

5.1.2. quarterly summary progress reports against milestones to include:

Ongoing:

- summary of the activities undertaken to improve take-up during the quarter, including information about what works well and does not work well;
- summary of progress against recruitment and delivery milestones, risks, issues and an overall confidence rating of delivering Contract requirements by March 2016;
- summary of schools participating in the project and whether they are Intensive, Light Touch, or Partnership schools.

Upon completion of outputs and outcomes as set out in the Schedule 2 'Delivery Plan and Payments Schedule' table':

- the numbers, names and addresses and types of schools, pupils and other organisations participating in the project;
- names and addresses of the schools and others who were contacted and declined to take part; feedback from schools and others on quality of training and usefulness of support;
- evidence of changes to school lunch take-up in each school worked with as set out in paragraph 5.4, including baseline data for all schools participating in the project;
- details of training (date, venue, attendee details including school and attendee name) and support delivered, (numbers trained and details of schools that have taken up project opportunities);
- sample of action plans completed in Intensive and Light Touch schools. (remaining action plans will be available to the Department on request); and
- evidence of resources developed as part of the Contract.

5.1.3. a short end of Contract report setting out how effectively the Contract requirements have been met, including what worked well, what did not work well and reasons why and how the programme has performed against Contract requirements.

5.2. The Contractor shall also provide quarterly feedback on:

- self-review and audit results and actions;
- pupil engagement and consultations response data;
- community response data;
- changes to curriculum planning and activities and amount of lesson time spent;
- pupil achievement of learning outcomes and feedback on the meals cooked/ tested by the students;
- meal take-up numbers and measurements by various cohorts and provision of directly comparable menu cycle data; and
- toolkit usage through website clicks, time spent on and most popular sites.

5.3. The Contractor will use Performance Summary Sheets to monitor in-kitchen performance data. This will give actual service data and will provide the most

accurate measure of changes in take-up. This will be co-ordinated by the SFC and will monitor:

- o participation rates - using information such as the level of time spent logged on, usage of the Toolkit , details of length of time spent completing activities, including comments taken from online sign in/ registration sheets for participation;
- o activity levels - a simple activity log which included as part of the tool kit ; and
- o a flagging system to enable the performance management group to identify when schools are falling behind on the programme which will trigger support to bring the school back on track and to make the level of changes required.

- 5.4. Take-up will be measured by calculating the total number of paid and free lunches served in the specified period. This includes all paid for and free meals served as part of lunch time provision, including any meals served at mid-morning break which are considered to form part of school lunch provision. Meals served to staff should not be included. The average for the period will be calculated by dividing the number of meals served by the number of trading days in the period. Take-up refers to the percentage of pupils on roll who have a school lunch.
- 5.5. The Contractor will confirm eligibility and establish a baseline using take-up data collected over two half-terms.
- 5.6. Once the Service has commenced, the Contractor will collect take-up data half-termly for each school.
- 5.7. The Contractor shall participate in the Department's evaluation of services to increase take-up of school meals in junior and secondary schools.
- 5.8. The requirements in this paragraph 5 may be amended from time to time by agreement with the Contractor.

6. Key Milestones:

- 6.1. Table 1 below sets out the key milestones for the service delivery. Delivery of the services set out in paragraphs 4.1 to 4.12 shall be undertaken and paid for in accordance with the full Delivery Plan and Payments Schedule - see Schedule 2, paragraph 4.

TABLE 1: Key Milestones

Milestones	Date Required
Consortia Working Framework established	March 2014
Food Technology Consultant in place	March 2014
Meeting schedule of Project Management Group arranged and carried out	March 2014
Recruitment strategy: Mechanisms to generate school interest; recruitment materials; PR campaign plan; enrolment materials in place	April 2014
Contribution to recruitment model and process for combined	May 2014

schools	
Review scoping document stating outline of programme	May 2014
Phase 1 schools for intensive support recruited (x 10)	July 2014
Phase 1 schools for Light touch support recruited (x 20)	July 2014
Phase 1 partnership schools recruited: 300 x FFLP secondary schools 287 x CFT secondary schools (CFT's phase 1 & 2)	FFLP: September 2014 CFT: September 2014
Information provided for combined support – SFC model/role Details of our training programme to be provided to partnership schools for training purposes	September 2014
First draft of toolkit available (exercises 1)	July 2014
Creation of a range of online materials, training exercises, CPD resources, audit and self- assessment tools (exercises 2)	September 2014
Adaptation of toolkit resources for Partnership schools	FFLP: December 2014 CFT: September 2014
School Food Champions in place of schools for phase 1 intensive support (x 10)	September 2014
School Food Champions in place of schools for phase 1 light touch support (x 20)	September 2014
School Food Champions in place of schools for phase 1 Partnership schools	FFLP: September 2014 CFT: September 2014
Phase 2 Schools for intensive support recruited (x 15)	January 2015
Phase 2 Schools for Light touch support recruited (x 30)	January 2015
Phase 2 Partnership schools recruited: 100 x FFLP secondary schools 313 x CFT secondary schools (CFT phases 3 & 4)	FFLP: December 2014 CFT: December 2014
Creation of a range of online materials, training exercises, CPD resources, audit and self- assessment tools (exercises 3)	January 2015
Report detailing take-up, engagement levels, issues and challenges and ways to address these (Term 1 activities)	January 2015
School Food Champions in place for 15 phase 2 schools for intensive support	January 2015
School Food Champions in place for 30 schools for phase 2 light touch support	January 2015
School Food Champions in place for 1,000 Partnership schools	FFLP: March 2015

	CFT: January 2015
Report detailing take-up, engagement levels, issues and challenges and ways to address these (Term 2 activities) Level of reporting will be dependent on school type, i.e. intensive/light-touch/partnership	May 2015
Report detailing take-up, engagement levels, issues and challenges and ways to address these (Term 3 activities) Level of reporting will be dependent on school type i.e. intensive/light-touch/partnership	September 2015
Increase in pupil engagement in catering provision [in intensive and light-touch schools]	December 2015
Increase of curriculum time in this area [in intensive and light-touch schools]	December 2015
Final project report	March 2016

End of Schedule 1

SCHEDULE 2: Charges and Terms of Payment

- 1.1. In consideration of and subject to the satisfactory performance by the Contractor, the Department shall pay the Charges to the Contractor in accordance with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2.
- 1.2. Funds allocated to a particular expenditure heading in the table at paragraph 4 ("Delivery Plan and Payments Schedule"), are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Tables may not be altered except with the prior written consent of the Department.
- 1.3. The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 1.4. The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 1.5. Invoices shall be prepared by the Contractor in accordance with the invoice schedule specified in the Delivery Plan and Payments Table, in arrears, and shall be detailed against the expenditure headings set out in this Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 1.6. Invoices shall be sent, within 30 days of the end of the relevant period to **Purchase to Pay, Shared Services, 3rd floor Companies House, Crown Way, Cardiff, CF14 3UW**, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one 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, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 1.7. The Contractor will send copies of invoices along with the evidence set out in Schedule 1, paragraph 5.1 and Schedule 2, ("Delivery Plan and Payment Schedules"), either by hard copy to **Chris Brockhurst, School Food Unit, Level 2, Sanctuary Buildings, Great Smith Street, London SW1P 3BT** or electronically to **christopher.brockhurst@education.gsi.gov.uk**.
- 1.8. The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 1.9. If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under this paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 1.10. On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding outputs and outcomes achieved as set out in Schedule 2 "Delivery Plan and Payments Schedule". The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 1.11. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedules 1 and 2.
- 1.12. It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

2. Payments

- 2.1. A total of £392,782.00 including VAT and expenses is available for this work. Payments will be made as follows:
- 2.2. **Fixed payments** for 30% of the total Contract value. Evidence will not be required for this element of the project.
- 2.3. **Output payments** for up to 50% of the total Contract value for those activities critical to the achievement of the Services. Evidence must be provided as set out in the Schedule 2 'Delivery Plan and Payments Schedule' table'.
- 2.4. **Outcome payments** for up to 20% of the total Contract value for schools whose take-up has risen by a minimum of five percentage points from the baseline measure. This may be claimed as follows:
 - 2.4.1. 50% of the maximum outcome payment of £480 for each intensive school, £279.07 for each light-touch school (subject to paragraph 2.4.5) and £59.58 for each partnership school upon production of evidence of five percentage points increase in take-up above baseline for two consecutive half-terms;

- 2.4.2. 20% of the maximum outcome payment of £480 for each intensive school, £279.07 for each light-touch school (subject to paragraph 2.4.5) and £59.58 for each partnership school upon production of evidence of five percentage points in take-up increase above baseline for three consecutive half-terms (i.e. one further half-term after first payment); and
- 2.4.3. 30% of the maximum outcome payment of £480 for each intensive school, £279.07 for each light-touch school (subject to paragraph 2.4.5) and £59.58 for each partnership school upon production of evidence of five percentage points increase in take-up above baseline after one year.
- 2.4.4. The full outcome payment of £480 for each intensive school, £279.07 for each light-touch school (subject to paragraph 2.4.5) and £59.58 for each partnership school will be paid if payments under 2.4.1 and 2.4.2 are not claimed but the final measure demonstrates that take-up has increased by five percentage points above baseline for a minimum of three consecutive half-terms.
- 2.4.5. Where schools start after March 2015 and it is not therefore possible to base the final payment on a year-on-year comparison, the Contractor may claim the final outcome-related payment upon evidence that take-up has increased by five percentage points above baseline for a minimum of three consecutive half-terms.
- 2.4.6. The Contractor will recruit and work with 50 light touch schools onto the programme, but will claim for increased take-up in a maximum of 25 of these schools.
- 2.4.7. Evidence must be provided as set out in the Schedule 2 'Delivery Plan and Payments Schedule' table'.

3. Payments Tables

- 3.1. For the avoidance of doubt, no payment will be made for outputs and outcomes that are not fully delivered and evidenced as agreed in this Contract.

4. Delivery Plan and Payment Schedules

1. Fixed payments			
Amount per quarter: £16,833.51 (x 7)			
Total over life of Contract: £117,834.60			
Percentage of overall Contract value: 30%			
Fixed costs	Explanation	Total over life of Contract (excl. VAT)	Overheads %
Staff costs to include Project Director, Web Officer and Administrator	Strategic direction and curriculum and subject expertise, web development and maintenance and administration time	44,299.00	
Management fees	Contribution towards overheads of the lead organisation	32,453.00	3.96%

Marketing and communications	Promotion of programme all schools in England using a range of networks and social media	6,750.00	
Reporting	Compiling quarterly reports for the DfE	1,000.00	
Web hosting	Costs for hosting toolkit	5,000.00	
Resource development meetings	Set up, planning and scoping meetings	8,693.50	
	Total excl. VAT	98,195.50	
	Total incl. VAT	117,834.60	

2. Output & Outcome payments:				
Output payments	Outcome payments (number of schools with a minimum of five percentage points increase)			
Total amount over life of Contract: £196,391.00 including VAT	25 'intensive support' schools at £480.00= £12,000.00			
Percentage of overall Contract value: 50%	25 'light touch' support schools at £279.07 = £ 6,976.75			
	25 'light touch' control group support schools at £0.00 = £0.00			
	1,000 'partnership' schools at £59.58 = £59,580			
	Total amount over life of Contract: £78,556.75 including VAT			
	Percentage of overall Contract value: 20%			
Achieved by	Output/Outcome	Unit Cost £	Total £	Evidence to support payment
OUTPUT PAYMENTS				
March 14	1 x Develop detailed project plan to reflect consortia working arrangements	7,500.00	7,500.00	Plan and consortia arrangements documented
March 14	1 x Set up Project Management team and processes	7,500.00	7,500.00	Details of project management team and processes set up
March 14	1 x Appointment of key staff	10,000.00	10,000.00	Confirmation of key staff
March 14	1 x Creation of Resource Development Team	2,500.00	2,500.00	Details of resource development team and meeting schedule
May 14	1 x Initial web content created	4,000.00	4,000.00	Draft web content provided
June 14	1 x Feedback received, web content further developed	4,000.00	4,000.00	Feedback summary including names and schools of those providing feedback
July 14	1 x Web pages available for initial review & comment	5,200.00	5,200.00	Draft web pages available

July 2014	Phase 1 schools for intensive support recruited (x 10)	250 x10	2,500.00	- numbers, names, addresses and types of schools signed up - names and addresses of schools who were contacted and declined to take part.
July 2014	Phase 1 schools for Light touch support recruited (x 20)	150 x 20	3,000.00	- numbers, names, addresses and types of schools signed up - names and addresses of schools who were contacted and declined to take part
August 2014	1 x Feedback received, web content finalized	3,000.00	3,000.00	Final web content provided Feedback summary including names and schools of those providing feedback
September 2014	1 x Initial multi-media resources produced	3,386.00	3,386.00	Multi-media resources produced
September 2014	1 x Initial professional support activities developed and created	9,500.00	9,500.00	Professional support activities created
September 2014	1 x Monthly inspiration exercises produced and distributed	742.18	742.18	Inspiration exercise provided
September 2014	1 x Initial face-to-face and online CPD resources developed	7,500.00	7,500.00	Initial face-to-face and online CPD resources
September 2014	1 x Initial teaching and learning resources developed	7,800.00	7,800.00	Initial teaching and learning resources
September 2014	1 x Final changes made to web pages ready to go live	5,000.00	5,000.00	Web pages going live including web address and statistics about initial use
October 2014	1 x Webinar produced	3,200.00	3,200.00	Webinar can be viewed

October 2014	1 x Communication and activity with phase 1 schools to provide intensive support. Face to face, email and telephone support with schools. Type of support and activity will be dependent on outcomes of audit and professional self-evaluation.	500 x 10	5,000.00	Details of activity delivered with each phase 1 intensive support school. - copy of 10 x intensive support and 10x light touch school action plans
November 2014	1 x Initial information from surveys received including liaison on partnership schools	4,726.50	4,726.50	Survey summary including names and schools of those providing feedback
December 2014	1 x quarter of monthly inspiration exercise produced and distributed - Oct to Dec 14	2,227.50	2,227.50	Inspiration exercises provided
December 2014	1 x Face to face and CPD resources evaluated and developed further	5,350.00	5,350.00	Evaluation summary including names and schools of those providing feedback. Summary of changes to materials
December 2014	1 x Teaching and learning resources evaluation and developed further	5,000.00	5,000.00	Evaluation summary including names and schools of those providing feedback. Summary of changes to materials
December 2014	1 x Webinar produced	3,200.00	3,200.00	Webinar can be viewed
January 2015	1 x Professional support activities evaluated	8,600.00	8,600.00	Evaluation summary including names and schools of those providing feedback. Summary of changes to materials
January 2015	1 x Face to face and online CPD resources finalised	8,500.00	8,500.00	Final version of face to face and online CPD resources
January 2015	Phase 2 Intensive support schools recruited (x 15)	250 x 15	3,750.00	- numbers, names, addresses and types of schools signed up - names and addresses of schools who were contacted and declined to take part.

January 2015	Phase 2 Light touch support schools recruited (x 30)	200 x 30	6,000.00	- numbers, names, addresses and types of schools signed up - names and addresses of schools who were contacted and declined to take part.
February 2015	1x Activity to provide intensive support to phase 2 schools Face to face, email and telephone support with schools. Type of support and activity will be dependent on outcomes of audit and professional self-evaluation.	500 x 15	7,500.00	Details of activity delivered with each phase 2 intensive support school. - copy of 15x intensive support and 15x light touch school action plans
February 2015	1 x Get feedback and amend multi-media resources	3,386.00	3,386.00	Feedback summary including names and schools of those providing feedback
March 2015	1 x Monitoring and information collection on school activity including liaison on partnership schools	4,726.50	4,726.50	Data analysed and included in report
March 2015	1 x quarter of monthly inspiration exercise produced and distributed - Jan to Mar 15	2,227.50	2,227.50	Inspiration exercises provided
March 2015	1 x Final Teaching and learning resources produced	7,500.00	7,500.00	Final resources
March 2015	1 x Webinar produced	3,200.00	3,200.00	Webinar can be viewed
April 2015	1 x Professional support activities amended and finalised	8,600.00	8,600.00	Final version of professional support activities
May 2015	1 x Communication and activity with schools to provide intensive support	3,000.00	3,000.00	Details of communications/meetings and other activity
May 2015	1 x Final multi-media resources produced	3,386.00	3,386.00	Final version of multi-media resources

June 2015	1 x quarter of monthly inspiration exercise produced and distributed - Apr to Jun 15	2,227.50	2,227.50	Inspiration exercises provided
August 2015	1x Activity with schools to provide intensive support Face to face, email and telephone support with schools. Type of support and activity will be dependent on outcomes of audit and professional self-evaluation.	500 x 15	7,500.00	Details of activity delivered with each phase 2 intensive support school.
September 2015	1 x quarter of monthly inspiration exercise produced and distributed - Jul – Sept 15	2,227.50	2,227.50	Inspiration exercises provided
December 2015	1 x quarter of monthly inspiration exercise produced and distributed - Oct – Dec 15	2227.50	2,227.50	Inspiration exercises provided
OUTPUT PAYMENT TOTAL			196,391.00	

OUTCOME PAYMENTS					
March 2015	10 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for two consecutive half terms – 50% of £480	240.00	2,400.00	Management information report showing evidence of individual schools' minimum 5ppt increase over two consecutive half terms including	
May 2015	600 CFT combined schools show increase in school meal take-up minimum 5 percentage points for two half terms – 50% of £59.58	29.79	17,874.00	Management information report showing evidence of individual schools' minimum 5ppt increase for two consecutive half terms	
June 2015	400 FFLLP combined schools show increase in school meal take-up minimum 5 percentage points increase for two half terms – 50% of £59.58	29.79	11,916.00	Management information report showing evidence of individual schools' minimum 5ppt increase for two consecutive half terms	
June 2015	10 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for three consecutive half terms – 20% of £480	96.00	960.00	Management information report showing evidence of individual schools' minimum 5ppt increase over three consecutive half terms	

July 2015	600 CFT combined schools show increase in school meal take-up minimum 5 percentage points for three half terms – 20% of £59.58	11.92	7,152.00	Management information report showing evidence of individual schools' minimum 5ppt increase over three consecutive half terms
September 2015	400 FFLP combined schools show increase in school meal take-up minimum 5 percentage points increase for three half terms – 20% of £59.58	11.92	4,768.00	Management information report showing evidence of individual schools' minimum 5ppt increase for three consecutive half terms
September 2015	10 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for a year – 30% of £480	144.00	1,440.00	Management information report showing evidence of individual schools' minimum 5ppt increase over 12 months
September 2015	15 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for two consecutive half terms – 50% of £480	240.00	3,600.00	Management information report showing evidence of individual schools' minimum 5ppt increase for two consecutive half terms
December 2015	15 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for three consecutive half terms – 20% of £480	96.00	1,440.00	Management information report showing evidence of individual schools' minimum 5ppt increase over three consecutive half terms
December 2015	600 CFT combined schools show increase in school meal take-up minimum 5 percentage points for a year – 30% of £59.58	17.87	10,722.00	Management information report showing evidence of individual schools' minimum 5ppt increase over 12 months

March 2016	400 FFLP combined schools show increase in school meal take-up minimum 5 percentage points for a year – 30% of £59.58	17.87	7,148.00	Management information report showing evidence of individual schools' minimum 5ppt increase over 12 months
March 2016	15 schools with intensive support show increase in school meal take-up minimum of 5 percentage points for a year – 30% of £480	144.00	2,160.00	Management information report showing evidence of individual schools' minimum 5ppt increase over 12 months
March 2016	25 schools with light touch support show increase in school meal take-up minimum of 5 percentage points for a year – 100% of £278.72	279.07	6,976.75	Management information report showing evidence of individual schools' minimum 5ppt increase over 12 months
OUTCOME PAYMENTS TOTAL			78,556.75	

Invoice period	fixed	output	outcome	total
March 2014	000	27,500.00	0.00	27,500.00
April to June 2014	16,833.51	8,000.00	0.00	24,833.51
July to September 2014	16,833.51	47,628.18	0.00	64,461.83
October to December 2014	16,833.51	28,704.00	0.00	45,537.51
January to March 2015	16,833.51	55,390.00	2,400.00	74,623.51
April to June 2015	16,833.51	17,213.50	30,750.00	64,797.01
July to September 2015	16,833.51	9,727.50	16,960.00	43,521.01
October to December 2015	16,833.51	2,227.50	12,162.00	31,223.01
January to March 2016	0.00	0.00	16,284.75	16,284.75
Total	£117,834.57	£196,391.00	£78,556.75	£392,782.00

End of Schedule 2

Annex A to Schedule 1- Design and Technology Association and Children's Food Trust consortia agreed working arrangements

The Design and Technology Association c ("DATA") and The Children's Food Trust, ("CFT") have agreed to collaborate to deliver objectives of this Contract.

Through this partnership it is intended that a minimum of 600 secondary schools supported by the CFT consortia will have a food technology teacher (or equivalent) in place as a DATA 'School Food Champion' (SFC).

In brief, the SFC role will be to:

- Participate in the Small Steps Improvement programme;
- Use provided curriculum support materials and teaching resources to ensure that food and food culture is integrated into all aspects of the curriculum and delivers consistent health messages; and
- Enable pupils to undertake a range of activities inputting into the re-design of school meals such as menu planning activities and cooking dishes.

All CFT secondary schools, whether they have a SFC in place or not, will have access to the DATA SFC toolkit once it is available.

CFT will:

- Provide DATA with a dedicated person as point of contact for project delivery.
- Provide shared access (with signed NDA) to learning networks, on-line communities and other resources.
- Invite DATA to appropriate network and planning meetings to ensure that curriculum resources and toolkits complement each other.
- Provide details of briefing events for trainers and outline the contribution that DATA can make to these events.
- Work towards and support the successful achievement of the DATA delivery model.
- In collaboration with DATA, endeavour to recruit a DATA-supported School Food Champion in at least 600 secondary schools by:
 - including the School Food Champion programme as part of the CFT model when recruiting schools; and
 - asking the school to include their food technology teacher (or equivalent) as part of the Small Steps Improvement Programme where appropriate.
- Provide DATA with the contact details of the nominated School Food Champion (SFC) to DATA once recruited.
- Notify DATA for follow up where there may be additional support required for the SFC to carry out their role.
- Monitor school lunch take-up in those schools and provide a copy of the monthly status reports and programme progress reports to DATA.
- Provide a train the trainer model to enable the two staff in each LA/ academy trust or other appropriate grouping to be trained to deliver the Trust's Small Step Improvement (SSI) programme to eligible schools. This will include training to support the engagement of the SFC in the delivery of the Small Step Improvement programme within their school, supported by DATA.
- Ensure that where ever possible the SFC will attend the three SSI workshop sessions to enable the practical trial of changes, working with the Cook, Head Teacher and the wider school community. They will explore, share and learn from each other's experiences of making improvements.