

# Order Form

<b>1. Contract Reference</b>	con_22149
<b>2. Date</b>	11/09/2023
<b>3. Authority</b>	Department for Education Sanctuary Buildings Great Smith Street London EC1V
<b>4. Provider</b>	Seashell Trust, Stanley Road, Cheadle Hulme, Cheshire SK8 6RQ Company no: 04216714 Registered Charity no: 1092655
<b>5. The Contract</b>	<p>The Provider shall supply the services described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any [<b>Annex/Annexes</b>].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Provider terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

<b>6. Services</b>	<b>Goods</b>	[None]
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	<b>Services</b>	<p>To deliver a course leading to the mandatory qualification for teachers of children and young people with multi-sensory impairment/deaf blindness (MSI) from September 2024 for an initial term of 2 years.</p> <p>To be performed at: Seashell Trust, Stanley Road, Cheadle Hulme, Cheshire SK8 6RQ</p>
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<b>7. Specification</b>	The specification of the Services is as set out in Annex 2: Annex 2 – Specification for Mandatory Qualifications 2023.
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<b>8. Term</b>	<p>(a) The Term shall commence on 01/09/2024.</p> <p>(b) The Expiry Date shall be 31/08/2026, unless it is extended under Clause 8(c) of the Contract or otherwise terminated in accordance with the terms and conditions of the Contract.</p> <p>(c) The Authority may extend the Contract for a period of up to 12 months with the option to extend for 1 + 1 + 1 year by giving not less than 6 months' notice in writing to the Provider prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p> <p>(d) In order to give learners recruited prior to the relevant Expiry Date an opportunity to complete their MQ course, the Authority may, by giving written notice to the Provider, extend the Term for the relevant period necessary to achieve this, subject to a Longstop Date. For the avoidance of doubt an extension under this Clause 8(d) of the Contract will not have the effect of updating the definition of Expiry Date.</p> <p>(e) The Provider must not recruit new learners onto an MQ course after the Expiry Date (including any revised Expiry Date to reflect an extension to the Term</p>
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	<p>under Clause 8(c) of the Contract) and in any event all learners must complete their MQ course by the relevant Longstop Date.</p> <p>(f) The Provider shall for the duration of the Contract maintain an affiliation with at least one higher education institution with level 7 degree awarding powers (the “<b>Affiliation Agreement</b>”) and shall:</p> <ul style="list-style-type: none"> <li>(i) no later than 01/06/2024 provide the Authority with a letter evidencing the Affiliation Agreement; and</li> <li>(ii) where there is a change to the Affiliation Agreement, inform the Authority immediately in writing.</li> </ul> <p>(g) The Authority has the right to immediately terminate the Contract by issuing a termination notice in writing to the Provider in the event that:</p> <ul style="list-style-type: none"> <li>(i) the Provider fails to provide evidence of the Affiliation Agreement pursuant to clause 8(f)(i);</li> <li>(ii) the Authority in its absolute discretion determines that the evidence provided pursuant to clause 8(f)(i) does not sufficiently evidence the existence of an affiliation with a higher education institution with level 7 degree awarding powers; or</li> <li>(iii) the Affiliation Agreement expires or is terminated.</li> </ul>
<b>9. Charges</b>	<p>The Charges for the Services shall be £1 for the duration of the contract term, receipt of which is accepted and acknowledged by the parties.</p>
<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Department for Education Sanctuary Buildings Great Smith Street London SW1P 3B</p> <p>Within [10] Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to</p> <p><a href="mailto:accountspayable.BC@education.gov.uk">accountspayable.BC@education.gov.uk</a></p>

<b>11. Authority Authorised Representative (s)</b>	<p>For general liaison your contact will continue to be</p> <p>██████████ ██████████</p> <p>Department Of Education, Sanctuary Buildings, Great Smith Street, London, EC1V</p> <p>or, in their absence,</p> <p>██████████ ██████████</p> <p>Department Of Education, Sanctuary Buildings, Great Smith Street, London, EC1V</p>	
<b>12. Address for notices</b>	<p><b>Authority:</b></p> <p>██████████</p> <p>Department for Education Sanctuary Buildings Great Smith Street London SW1P 3B</p> <p>Email: ██████████</p>	<p><b>Provider:</b></p> <p>██████████</p> <p>Seashell Trust Cheadle Hulme Stockport SK6 6RQ</p> <p>Email : ██████████</p>
<b>13. Key Personnel</b>	<p><b>Authority:</b></p> <p>██████████</p> <p>Department for Education Sanctuary Buildings Great Smith Street London SW1P 3B</p> <p>Email: ██████████</p>	<p><b>Provider:</b></p> <p>██████████</p> <p>Seashell Trust Cheadle Hulme Stockport SK6 6RQ</p> <p>Email : ██████████</p>
<b>14. Procedures and Policies</b>	<p>The Authority may require the Provider to ensure that any person employed in the delivery of the Services has undertaken a Disclosure and Barring Service check. The Provider shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the</p>	

Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "**Relevant Conviction**"), or is found by the Provider to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

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<b>Signed by person authorised to sign on behalf of the Secretary of State for Education:</b>	
Signature:	[Redacted]
Name:	[Redacted]
Role:	[Redacted]
Date:	[Redacted]

<b>Signed by a person authorised to sign on behalf of Seashell Trust:</b>	
Signature:	[Redacted]
Name:	[Redacted]
Role:	[Redacted]
Date:	[Redacted]

## **Annex 1 – Authorised Processing Template**

Not used

## **Annex 2 – Specification for Mandatory Qualifications 2023**



Department  
for Education

# **Specification for Mandatory Qualifications**

**For specialist teachers of deafblind  
children and young people**

**For courses starting from September 2023**

# Contents

Introduction	8
Providing training leading to the award of an MQ	9
The MQ specification	10
Specification for courses leading to the mandatory qualification for teachers of deafblind and young people	14
Annex A – Minimum mandatory qualifications outcomes	17

## Introduction

This specification applies to mandatory qualification (MQ) courses starting from September 2023. It has been revised and updated to allow it to remain a high quality qualification that continues to:

- reflect the changing landscape.
- be sufficiently flexible to ensure that it continues to meet the needs of the profession and children and young people with sensory impairment.
- align with DfE priorities, to ensure that schools, Higher Education Institutions and others across the sector work collaboratively on the design and delivery of training in an increasingly school-led system.
- raise aspirations for children and young people with visual impairments (VI), hearing impairments (HI) and multi-sensory impairments (MSI).

So that children and young people<sup>1</sup> with sensory impairments receive the best quality education and care, teachers of classes of children and young people who have HI (deafness)<sup>2</sup>, who have vision impairments (VI)<sup>3</sup> and who are deafblind<sup>4</sup> are required<sup>5</sup> to hold an additional specialist qualification in addition to qualified teacher status (QTS) or qualified teacher learning and skills (QTLS)<sup>6</sup>. This qualification is known as the mandatory qualification for specialist teachers of pupils with hearing impairment, vision impairment or multi-sensory impairment/

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<sup>1</sup> Up to age 25

<sup>2</sup> Deaf children are defined as all children with sensorineural and permanent conductive deafness, using the descriptors provided by the British Society of Audiology and BATOD. The term 'deaf' includes all levels of deafness, from mild to profound'.

People with hearing impairments may have some functional hearing. Hearing impairment is sometimes referred to as 'deafness' or 'hearing loss'.

<sup>3</sup> Vision impairment is sometimes referred to as 'blindness', 'partial sightedness' or 'sight loss'.

<sup>4</sup> Deafblind people may have some functional sight and/or hearing. Deafblindness is sometimes referred to as 'multi-sensory impairment' (MSI) or 'dual-sensory loss'

<sup>5</sup> Statutory Instrument 2003 No.1662, the Education (School Teachers' Qualifications) (England) Regulations 2003.

<sup>6</sup> Since 1 April 2012, further education teachers who have been awarded QTLS by the Institute for Learning (IfL) and are members of the IfL are recognised as qualified teachers in schools.

deafblind (MQ). It is designed to prepare teachers<sup>7</sup> to work effectively with children and young people who are deaf, who have VI or who are deafblind.

There are three versions of the qualification: one for teachers of deaf learners, one for those teaching learners with VI, and one for those teaching deafblind learners. Teachers employed to teach classes of children and young people with a sensory impairment who do not already hold an appropriate MQ are required to gain the qualification within their first three years in post.

‘A qualified teacher may be employed to teach a class of pupils who are hearing impaired, visually impaired, or both hearing and visually impaired if the headteacher is satisfied that the person in question is in the process of obtaining the relevant MQ and provided that the aggregate period for which the teacher teaches a class of pupils does not exceed three years.’ [Statutory instrument 2003 No.1662. The Education (School Teachers’ Qualifications) (England) Regulations 2003, 9]

Although the requirement to hold an MQ applies only to teachers in specific roles, the appeal of the MQs is much wider. Qualified teachers in support and advisory roles, and those working with deafblind children and young people in home<sup>8</sup>, early years and post-16 settings, are also strongly advised to complete MQ training, in the best interest of the children and young people with whom they work.

*‘Those teaching classes of children with sensory impairment **must** hold an appropriate qualification approved by the Secretary of State. Teachers working in an advisory role to support such pupils should also hold the appropriate qualification.’*<sup>9</sup>

All MQ training programmes must meet the minimum specification set out on pages 10 - 31. However, it is expected that some providers will wish to develop additional criteria so as to tailor MQ courses more closely to the needs of participants and other stakeholders.

To be awarded an MQ, the Department for Education (DfE) requires that participants are assessed against – and demonstrate that they meet – the course outcomes. The academic level at which the qualification is validated is entirely a matter for providers. It should not compromise the purposes or quality of the MQ and should be consistent with the expertise required to carry out the role of a Qualified Teacher of the Deafblind.

## **Providing training leading to the award of an MQ**

To deliver a course leading to the award of an MQ, training providers must gain the approval of the Secretary of State. Although the type of provider is not stipulated MQ courses have traditionally been delivered by higher education institutions, working in partnership with others, including local authorities, schools and voluntary bodies.

To become an approved provider of MQ courses, the Department for Education will periodically invite training providers to seek approval and, if they are interested, submit an application demonstrating how their provision will meet the requirements of the specification and how their course will assist teachers in meeting the course outcomes, including the minimum MQ outcomes.

It is envisaged that successful providers will receive approval from the Secretary of State to deliver courses leading to the award of MQ for an initial period of three years,

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<sup>7</sup> The regulations apply to teachers employed in schools and not specialist peripatetic teachers working with pupils with sensory impairments employed in special educational needs support services. However, the DfE has stated that it is their expectation that such teachers would have the relevant MQ. See text below.

<sup>8</sup> From birth

<sup>9</sup> DfE (September 2014) Special educational needs and disability code of practice: 0-25 years

with the option for this to be extended annually for a further 3 years. Approved MQ provision may be inspected by Ofsted.

## The MQ specification

This specification was revised following a review of the previous specification led by the National Sensory Impairment Partnership (NatSIP) in 2018/19, and subsequent co-production with the sensory impairment sector in 2019/2020, which then reported to DfE. This is to bring the specification up-to-date with recent developments in the teaching of children and young people with sensory impairments. The review contributors included the University providers of the courses, Local Authority sensory impairment services, professional associations and individual specialists in the field, voluntary organisations and parents. The revised specification is set out below (pages 10 - 31).

The specification sets out six overarching criteria. In delivering the qualification MQ course providers must meet each of the criteria.

### Criterion 1

MQs should have as their main objective and outcome the raised achievement of deafblind children and young people through improving participants' professional knowledge, understanding and skills

Provision should give participants the knowledge, understanding and skills to maximise the opportunities open to deafblind children and young people so as to improve their life chances and enable them to fulfil their potential. In this criterion, and throughout the specification, references to the 'achievement' of children and young people should be taken to be broadly defined to include not just academic attainment, but achievement in relation to, for example, physical, mental and emotional well-being; developing confidence and independence; and making a successful transition to adulthood, whether into employment, further or higher education or training, and independent living. The course should also prepare participants to listen to the views of children and young people and to work together with others, including other professionals, parents, carers and families, to protect children and young people, help them to achieve and influence practice.

MQ courses **must** be strongly rooted in practice and providers should make strong links with mainstream settings, special schools and settings, and sensory support services to help keep provision up to date and relevant to practice. There should be opportunities, in work contexts, for participants to apply, practise and demonstrate what they have learnt.

MQ courses should help prepare participants to work effectively in their current roles (in any phase or context, including in early years and post-16 settings, within mainstream and specialist provision and in support and advisory roles) and must give them opportunities to gain experience of other relevant work contexts, eg through visits, work shadowing and teaching placements.

### Criterion 2

MQs should offer high quality training that makes best use of available resources through being tailored to meet participants' training and development needs

The purpose of this criterion is to make the best possible use of the resources available to deliver MQ courses so that they have the maximum impact on participants' practice and the outcomes achieved by the children and young people they

teach. Those teaching children and young people with sensory impairments will come from different backgrounds, work in a range of different contexts and have varying knowledge, skills and experience. As a result, participants will have different strengths and training needs in relation to the course outcomes. To ensure that all participants gain maximum benefit from MQ training and that providers make the best use of the resources available to them, provision should be matched as closely as possible to individual needs.

It is important that everyone who joins a course leading to the award of an MQ is able to benefit fully from it. Providers should, therefore, assure themselves that those accepted to join MQ courses have sufficient knowledge, understanding and skills on joining the course to be likely to meet all the course outcomes by the end of the course. Where prospective participants fall below an acceptable entry level in one or more areas, providers should offer them guidance about what they need to do to achieve the required entry level.

Provision should incorporate an initial needs assessment in relation to the course outcomes in order to ensure well-targeted and cost-effective professional development for participants. An initial needs assessment against the course outcomes can help providers to tailor the course to participants' needs. Courses should take full account of participants' prior knowledge and achievement. If a provider is satisfied, at the beginning of an MQ course, that all the participants in the group already meet a particular group of outcomes, then the course need not cover these in great detail, and the time released can be spent looking at other aspects in more detail.

Ultimately, however, all participants must demonstrate that they meet all the course outcomes, and assessors should look for evidence against all the course outcomes throughout the course as an additional check on the accuracy of the needs assessment.

MQ courses cannot cover everything that teachers of deafblind children and young people will need to know throughout their careers. As with all professional development, completing an MQ is a stepping-stone. MQ providers have a responsibility to ensure that, at the end of the MQ course, participants are helped to identify areas for further development. This does not mean that the MQ provider has to set specific objectives. Objective setting is done in discussion with line managers in the workplace, as part of the appraisal process. But providers should emphasise the importance of participants setting objectives for further development, eg by building opportunities to set objectives into the end of courses, providing planning tools, discussing further possibilities and opportunities, and giving participants ideas they can consider and discuss with their managers.

### **Criterion 3**

MQs should be delivered flexibly, without compromising appropriate progression and quality of outcome, to maximise access for participants

This criterion covers aspects of accessibility for all candidates to make it possible for all those needing or wishing to take an MQ to be able to do so.

Providers offering MQ courses should promote equality of opportunity and good relations by meeting the requirements of relevant equality legislation, including the Race Relations (Amendment) Act 2000, the Disability Discrimination Act 2005 (DDA), and the Equality Act 2010. For example, they should:

- meet the DDA 'anticipatory duty' by anticipating the needs of disabled candidates/participants and making provision for them

- encourage and support candidates/participants to disclose disabilities so that reasonable adjustments can be made
- promote positive attitudes towards disabled people
- reflect the needs of disabled candidates in promotional and pre-course materials for MQ candidates, and
- comply with relevant duties under equalities legislation to enable all participants to access and participate fully in the course

Since the majority of MQ participants study part-time, provision should be as flexible as possible without compromising appropriate progression and quality of outcome. DfE is aware that there are limits to the amount of flexibility that one provider can achieve, especially where numbers are very small. However, those offering the MQ courses should make their provision as flexible as possible. Even very small changes can make a considerable difference. For example, providers could publish information about course dates well in advance to enable participants to attend training without missing important events at their workplace. They could also put key content from taught sessions online so that participants who miss sessions unavoidably are able to catch up, or advertise any crèche provision that might be available.

#### **Criterion 4**

MQs should be informed by the needs of stakeholders and involve them in development, delivery, evaluation and improvement of the provision

Stakeholders might include teachers, schools/other settings, employers, local authorities, parents/carers, children and young people, and others such as the relevant SEND associations and groups of disabled people, as well as current and former participants on MQ courses.

Providers of MQ training must collect and take account of evidence about the needs of stakeholders. This does not mean that stakeholders can determine the content of MQ courses. That is largely dictated by the MQ outcomes and the identified needs of participants. However, providers should be clear about what stakeholders feel is important and, wherever possible, should allow this to influence course content.

MQ course providers should also involve stakeholders, directly or indirectly, in their provision, e.g. as guest speakers, as hosts for visiting participants, as tutors or mentors for participants in the workplace, as moderators or assessors, or by giving evidence about the impact of MQ courses.

#### **Criterion 5**

MQs should be of a consistently high quality and subject to rigorous quality assurance procedures, and be supported by mechanisms for monitoring, evaluating and improving the impact of provision on teachers' competence and the achievement of deafblind children and young people.

MQ course providers should subject all aspects of provision to rigorous quality assurance, including:

- recruitment and selection
- needs assessment and setting objectives
- course content, including workplace-based elements

- assessment against the course outcomes, and
- evaluation

They should have good sources of evidence, and mechanisms for ensuring that information gleaned will be applied to future planning and development of the content and delivery of provision.

The main purpose of MQ provision must be to raise participants' competence and the achievement of deafblind children and young people. The DfE recognises that it may be difficult to gather evidence on the impact of MQ provision on the achievement of children and young people over the short time that the course runs. Providers should, however, take every opportunity to gather such evidence. They could, for example, encourage participants carrying out assignments to take baseline measures before interventions, and to measure the impact on the achievement of deafblind learners following those interventions and over time.

It is essential that candidates are suitable for work with children and young people. As part of their recruitment and selection procedures, providers should assure themselves that those accepted onto MQ courses have had the appropriate background checks to allow them to work with children and young people.<sup>10</sup> The majority of MQ candidates are likely to be employed in posts where they are already working with children and young people at the time of taking the course and, as such, are likely to have undergone the appropriate Disclosure and Barring Service (DBS) enhanced disclosure check. However, if a candidate with QTS or QTLS has not worked in a school or FE college in a post that involves regular contact with children or young people within the past three months, it will be necessary for a DBS enhanced disclosure to be obtained.

### **Criterion 6**

MQs should have, as a minimum requirement for successful completion, the outcomes set out in Annex A of the MQ specification, so that those holding the qualification(s) make maximum impact on practice

Providers will ensure that the MQ is awarded only to candidates who have shown that their knowledge, understanding and skills match the outcomes in Annex A of the specification. These are minimum requirements. Providers may wish to include other outcomes.

<sup>10</sup> As stipulated by The School Staffing (England) (Amendment) Regulations 2006, School Staffing (England) (Amendment) (No 2) Regulations 2006, and Further Education (Providers of Education) (England) Regulations 2006.

# Specification for courses leading to the mandatory qualification for teachers of deafblind children and young people

The national specification is set out below. It has, at its heart, three purposes.

These are that mandatory qualifications should:

- be of a consistently high quality
- have an impact on raising the achievement and improving the well-being of children and young people, and
- be easily accessible to those wishing to take them

Mandatory qualifications should:

**1. Have as their main objective and outcome the raised achievement of deafblind children and young people, through improving participants' professional knowledge, understanding and skills.**

MQ courses will demonstrate that provision will:

- 1.1 Have a clear focus in course aims, objectives, content and assessment on raising the achievement of deafblind children and young people to close the attainment gap and improve their well-being by working from their aspirations to determine wider outcomes.
- 1.2 Make strong links to effective practice in schools, homes and other settings.
- 1.3 Require participants to apply, practise and demonstrate what they have learnt in a range of appropriate work contexts.
- 1.4 Be evidence-based, reflecting recent research and inspection evidence and important developments and innovations relating to vision impairment, including current specialist equipment.
- 1.5 Develop participants' understanding of current legislation and government policies and initiatives in relation to sensory impairment, and the implications of these for deafblind children and young people and the settings in which they are cared for and/or educated.
- 1.6 Develop participants' skills in consulting deafblind children and young people about issues that affect them individually and collectively and helping them express their views to others.
- 1.7 Develop participants' skills in advising, supporting, coaching and collaborating with colleagues and families. Working in partnership with multi-agency teams to meet the needs of children and young people with HI, and their families.
- 1.8 Provide specialist support, as appropriate, for participants teaching deafblind children and young people in any phase or context, including in home, early years and post-16 settings, within mainstream and specialist provision including those in support and advisory roles.
- 1.9 Equip participants with the knowledge, understanding and skills to enable them to apply what they have learned more widely, i.e. in different phases or contexts.
- 1.10 Enable participants to make an impact on practice by meeting the course outcomes.

1.11 Involve rigorous assessment of participants against all of the course outcomes.

**2. MQs should offer high quality training that makes best use of available resources through being tailored to meet participants' training and development needs.**

MQ courses will demonstrate that:

- 2.1 Arrangements are in place to recognise that participants will have a range of levels of knowledge and experience.
- 2.2 Provision, including visits and teaching placements, is of high quality, cost-effective, tailored to individuals' circumstances and their training and development needs and offers specialist supervision to provide optimal support.
- 2.3 Arrangements are in place for those achieving the MQ to be helped to consider further professional objectives and identify further opportunities.

**3. Be delivered flexibly, without compromising appropriate progression and quality of outcome, to maximise access for participants.**

MQ courses will demonstrate that provision will be accessible and flexible, without compromising appropriate progression and quality of outcome, through:

- 3.1 Complying with relevant duties under equalities legislation to enable all participants to access and participate fully in the course, eg making reasonable adjustments for disabled candidates/participants.
- 3.2 Flexible course delivery , for example, opportunities for participants to be taught in different modes, eg direct face to face teaching, blended or e-learning, full-time and part-time.
- 3.3 Using ICT effectively in teaching and learning, and to facilitate effective communication, eg to facilitate:
  - communication between providers and link schools, settings and services
  - direct tutor support for participants, eg telephone calls, e-mail, forums, videoconferencing, web chat, and
  - communication and collaborative learning between participants, eg through email, forums or online work groups.

**4. Be informed by the needs of stakeholders and involve them in development, delivery, evaluation and improvement of the provision.**

MQ courses will demonstrate:

- 4.1 Clear evidence that provision has been developed in consultation with stakeholders and that they will be involved, directly or indirectly, in evaluation.

**5. Be of a consistently high quality and subject to rigorous quality assurance procedures, and supported by mechanisms for monitoring, evaluating and improving the impact of provision on participants' competence and the achievement of deafblind children and young people.**

MQ courses should demonstrate:

- 5.1 The range of internal and external evaluation measures available, including quality assurance of teaching placements, and how the evidence gathered will be used to improve the quality and impact of provision.
- 5.2 That systems are in place to ensure that participants recruited onto the course have up to date DBS check as well as sufficient prior knowledge, understanding and skills to enable them to benefit from the course, and to meet the course outcomes by the end of the course.
- 5.3 Have quality assurance measures in place to guarantee that the course is delivered by those with appropriate experience, up to date specialist knowledge and skills and ensures that those involved in delivery and assessment, including on teaching placements, understand their roles and responsibilities and carry them out to a high standard.

- 5.4 That participants have access to a range of appropriate high-quality teaching placements including peripatetic services and special schools.
  - 5.5 That there are sufficient, up to date, specialist teaching resources available that are relevant to training teachers of deafblind children and young people, to enable all participants to reach the course outcomes.
  - 5.6 That means are in place to ensure that assessment judgements across provision are consistent, reliable and accurate and that these will be moderated.
  - 5.7 Specific evidence and explanation of the methods and measures to be used for evaluating the quality, standards and impact of provision on participants' competence and confidence and, where appropriate, the achievement of deafblind children and young people for e.g. by requiring participants to evaluate improvements in pupils' achievement as a result of particular aspects of their practice.
- 6. Have, as a minimum requirement for successful completion, the mandatory qualification outcomes (Annex A) so that those holding the qualification(s) make maximum impact on practice.**

# Annex A – Minimum mandatory qualifications outcomes

## Introduction

The mandatory qualifications (MQs) for qualified teachers of Sensory Impairments (QTSIs) include the qualifications for teachers of learners with hearing impairment/deafness (HI), or multi-sensory impairment/ deafblindness (MSI), or vision impairment (VI). These MQs demand high expectations of both course providers and qualifying teachers. Central to the role of the QTSIs is enabling learners with SI to have equal access to education and to have opportunities to develop their independence and personal agency.

The in-depth knowledge base and specialist skills required are extensive and incorporate all aspects of the sensory impaired learner's development across education and family contexts, from 0 to 25 yrs. The courses recognise that a sensory impairment is ever present and has an impact on every aspect of life.

Supporting families is crucial to the role of a QTSI and families need specific information about sensory impairment in order to be able to make informed choices about approaches to learning.

The QTSI qualifications covers the roles of specialist teachers in special schools, resource bases and as visiting teachers in all provision, including preschool. Therefore, the course content provides the grounding for those wishing to practise in any of these settings.

Because of the level of expertise and knowledge required the course equips the QTSIs to become a critical and reflective practitioner who will be able to pursue personal career development and improve practice through research and self-reflection.

Learners with VI, MSI/deafblindness or HI/deafness may also have an additional special educational need or disability. These standards will equip the QTSI to work together with other professionals as required.

Whilst being part of an overall category of sensory impairment (SI) the three courses recognise the essential differences between HI, MSI/deafblind and VI learning and the children and young people they represent, which are reflected in current legislation.

# Generic Standards

There are a number of key knowledge and skills that are common across the three different SI qualifications. These are outlined below before we outline the specific knowledge and skills relevant to QTMSI.

## Standard 1: The current legislative and educational framework

Specialist teachers must have detailed knowledge and understanding of current educational legislation and practice and recognise that this will change over time (both in terms of legal frameworks and guidance/codes of practice at national and local levels). QTSIs, as determined by their specialism, must be able to apply this knowledge and understanding when working with learners with sensory impairment 0-25 years, in a range of educational contexts, and working with other professionals and families.

Knowledge and understanding ('learn that...')	Skills ('learn how...')
<p>1K1a Understand national legislation and the range of policies/guidelines that inform provision for learners with SI and which defines their entitlements.</p> <p>1K1b Have an overview of the differences in policy and process in different parts of the UK.</p> <p>1K1c Have an understanding of the specific terminology around education, health and care of children and young people SEN and disability-specific terminology related to SI.</p>	<p>1S1a To source and critically evaluate and implement legislative guidance and policy with respect to the role of an SI specialist teacher (UK wide and locally).</p> <p>1S1b To work with professionals to determine the implication of legislation and guidance for local policy and practice including support for those with and without Education Health and Care Plans (EHCPs).</p> <p>1S1c To support families in their understanding of the national legislation and guidance which relates to their child.</p>
<p>1K2 Understand current statutory and non-statutory curriculum frameworks and their associated assessment criteria (e.g. Early Years Foundation Stage, National Curriculum, and education and training for learners from 18 to 25).</p>	<p>1S2 To be able to work with all education providers to facilitate the delivery of the appropriate curriculum for SI learners in their settings.</p>
<p>1K3 Understand safeguarding policy and practice and understand the specific vulnerabilities of learners with SI.</p>	<p>1S3 To advise on and support the implementation and execution of safeguarding procedures.</p>

<p>1K4 Understand early identification of sensory impairment protocols, including the role of the specialist teacher in all settings.</p>	<p>1S4a To work with parents/carers and other professionals to implement early identification protocols.</p> <p>1S4b To support parents/carers in making an informed choice on appropriate provision for their child or young person and be able to signpost them to other resources.</p>
<p>1K5 Understand school/setting self-evaluation and improvement processes, including the mechanisms for setting priorities, objectives and targets and translating these into policies and strategies.</p>	<p>1S5 To work with schools to evaluate and adapt their provision for learners with SI to optimise SI learners' engagement, inclusion and attainment in line with national guidelines for education including those of external evaluation bodies such as Ofsted.</p>

## Standard 2: Personal professional development

The QTSIs are key role models who can influence the attitudes, values and behaviours of learners with sensory impairment as well as others involved in their education and development. Holding high expectations of all learners with sensory impairment and communicating these expectations to stakeholders to effect positive change, are important professional qualities which are central to the work of a specialist teacher. These qualities are evident in the professional identity and behaviours of specialist teachers. Given the heterogeneous nature of the learners with SI and the complex and varied educational contexts in which they are situated, specialist SI teachers must be practitioner-researchers who, in collaboration with key stakeholders, are able to design and critically evaluate educational interventions.

Knowledge and understanding ('learn that...')	Skills ('learn how...')
2K1 Understand the role of a reflective and critical teacher in supporting all aspects of a learner's development.	<p>2S1a To be critical and reflective (e.g. through observation, analysis, and evaluation).</p> <p>2S1b To have the confidence and skills to ensure that recommendations are implemented so SI learners can achieve their potential.</p>
2K2 Understand the importance of an evidence-based understanding of current thinking, research and practice within SI and general education.	<p>2S2a To access and critically evaluate evidence-based research and professional publications.</p> <p>2S2b To continually reflect on and develop skills to support SI children and their families.</p> <p>2S2c To plan and maintain ongoing (and post-qualification) professional development including changes to legislation and policy as well as in other areas pertinent to the SI sector.</p>
2K3 Understand that their own perspectives and cultural understanding will influence their work with learners and their families.	<p>2S3a To take account of cultural, linguistic and family differences when working with all families and their children</p> <p>2S3b To monitor own emotional resilience and know where to go for support.</p> <p>2S3c To establish respectful and constructive relationships with children and young people with SI and their families.</p>

**Standard 3: Working in partnership with families**

A fundamental part of the QTSI's professional role is working in partnership with learners with sensory impairment, their families, and colleagues in education, health and social care. The key aim of these partnerships is to improve the educational outcomes, social and emotional development and well-being of the learner with sensory impairment. QTSIs must show knowledge and understanding of a wide range of roles undertaken by fellow professionals working across education, health and social care, signposting to other services where appropriate. They must show skill and sensitivity in communicating with families and other professionals to ensure a shared understanding and consistency of approach in supporting learners with sensory impairment and promoting their independence.

<b>Knowledge and understanding ('learn that...')</b>	<b>Skills ('learn how...')</b>
3K1 Understand the potential impact of the diagnosis of SI upon the family.	3S1a To provide effective, timely and sensitive support to families.  3S1b To work in partnership with families to understand and implement effective strategies to communicate with their child.
3K2 Understand the importance of early intervention.	3S2a To work in partnership with families to understand and implement strategies to support the development of their child.  3S2b To work in partnership with families to adjust to family life with their child.  3S2c To work in partnership with families to understand and navigate the systems and transitions they engage with to support their child.
3K3a Understand the range of education, training and employment opportunities available to SI learners, as well as the support available to them as they leave school.  3K3b Have up to date knowledge of services and supporting organisations available for families at both a local and national level. Including local charities, national professional bodies.	3S3 To work with families in making an informed choice on appropriate provision for their child or young person.

<p>3K4 Understand the key elements of successful transition through stages and school settings.</p>	<p>3S4 To work in partnership with the SI learner, parents/carers to ensure informed and effective transitions across different settings.</p>
<p>3K5 Understand the key principles of effective partnership working to achieve optimal outcomes for SI learners.</p>	<p>3S5a To establish a professional relationship that can meet the needs of the SI learner and family recognising that this may change as the learner grows and include representatives from the voluntary sector.</p> <p>3S5b To establish a team approach that includes clear roles and responsibilities, communication pathways and a means of evaluating the team's effectiveness.</p>
<p>3K6 Understand the key roles and expertise of the range of specialists supporting the SI learner and family.</p>	<p>3S6a To be able to locate and work closely with a range of different professionals to optimise a SI learner's engagement, inclusion and attainment.</p>

## QTMSI specific standards – Introduction

The term ‘deafblind/MSI learners’ is used throughout this document to refer to learners with multi-sensory impairment between the ages of 0 and 25 years.

### Standard 4: High expectations and respectful relationships

Have high expectations of deafblind/MSI learners despite challenges and build effective relationships.

Knowledge and understanding (‘learn that...’)	Skills (‘learn how...’)
<p>4K1 The behaviour of staff and the nature of the environment affects deafblind/MSI learners’ ability to communicate, learn and manage their behaviour.</p> <p>4K2 Deafblindness and multi-sensory impairment affects access to learning and development but with appropriate high expectations, and with a suitable environment and delivery, effective learning can be promoted.</p> <p>4K3 There is a range of opportunities to learners at 19+ and 25+ including work, college and that transition planning needs to be appropriate for the specialist needs of deafblind/MSI school and college leavers.</p>	<p>4S1 To enable deafblind/MSI learners to have their voices heard by:</p> <ul style="list-style-type: none"> <li>• Making use of many opportunities for them to contribute, including by choice making, joint setting of targets, and planning of activities.</li> <li>• Enabling contributions through a variety of means of symbolic communication and representing their perspectives if not possible.</li> <li>• Supporting learners in setting and monitoring their own targets and outcomes to the extent possible</li> <li>• Supporting learners to make informed choices in line with the MCA and their communication capabilities.</li> <li>• Establishing positive, respectful, trusting, supportive and constructive relationships with deafblind/MSI learners.</li> </ul> <p>4S2 To demonstrate high expectations for learners with deafblindness and multi-sensory impairment by:</p> <ul style="list-style-type: none"> <li>• Providing access to learning (through using other sensory channels and alternative communication) rather than limiting learning.</li> <li>• Setting targets which challenge and outlining the provision which learners will need to achieve these.</li> <li>• Promoting learning, communication and development within and across curricular boundaries.</li> </ul>

	<p>4S3 To ensure appropriate placements by:</p> <ul style="list-style-type: none"><li>• Demonstrating high expectations for what deafblind/MSI learners can achieve.</li><li>• Demonstrating understanding of the implications of vision and hearing impairment on future career and life choices</li><li>• providing appropriate information about relevant choices.</li><li>• helping to develop work and life skills.</li></ul>
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## Standard 5: Deafblindness – a unique disability

Understand the nature and effect of deafblindness and multi-sensory impairment and its place in the UK Education context.

Knowledge and understanding ('learn that...')	Skills ('learn how...')
<p>5K1 Deafblindness and multi-sensory impairment affect all developmental and learning processes and secondary effects can cause delay to learning, in particular to the areas of sensory access, orientation, mobility and communication.</p> <p>5K2 While deafblindness and multi-sensory impairment can occur alongside other developmental needs, sensory access, orientation and mobility and communication remain key to their learning needs.</p> <p>5K3 Progressive conditions which include or lead to deafblindness and multi-sensory impairment present learning, emotional and other effects to learners and their families).</p> <p>5K4 A range of provision, appropriately adapted to individual need, can support the learning of deafblind/MSI individuals from early years to adult learning and across mainstream and more specialist settings.</p> <p>5K5 Deafblindness has a distinct and specific place in UK legislation, guidance and educational policy and understand the appropriate policy and procedure, documents and terminology in relation to deafblindness.</p>	<p>5S1 To develop learning in deafblind/MSI children and young people or learners by:</p> <ul style="list-style-type: none"> <li>• Providing accurate assessment for planning, in particular for EHC plan assessments using Person Centred Planning approaches and relating to sensory access, orientation, mobility and communication as well as learning needs,</li> <li>• Ensuring that the key areas of need (sensory access, orientation and mobility and communication) are identified and prioritised when setting targets and planning activities.</li> <li>• Identifying social and emotional support as a key need for children and young people with progressive deafblindness and multi-sensory impairment and their families.</li> <li>• Making educational plans that reflect the nature of progressive conditions; consolidating skills and providing compensatory skills as required.</li> </ul> <p>5S2 Evaluate provision for deafblind/MSI learners by:</p> <ul style="list-style-type: none"> <li>• Evaluating social and physical environments, communication context, provision and use of specialist techniques and equipment for deafblindness and multi-sensory impairment.</li> <li>• Evaluating provision for children and young people across the 0-25 age span.</li> <li>• Observing and analysing the work of colleagues and providing expert and sensitive advice and feedback in relation to deafblindness and multi-sensory impairment.</li> </ul>

## Standard 6: Adapt teaching and assessment for deafblind/MSI learners

Knowledge and understanding ('learn that...')	Skills ('learn how...')
<p>6K1 Adaptations to the environment and delivery of the curriculum can enable or enhance progress for learners with deafblindness and multi-sensory impairment.</p> <p>6K2 Lighting, acoustics, provision of equipment and resources, space and safety are key to providing an appropriate environment.</p> <p>6K3 A range of curriculum models can be appropriately used and adapted for deafblind/MSI individuals to promote progress and both formal and informal assessments can be adapted to monitor achievement (including access arrangements for standard examinations where appropriate) as appropriate from 0-25.</p> <p>6K4 Assessment for learning and target setting which includes provision to promote achievement and wellbeing in helping to compensate for the difficulties caused by deafblindness and multi-sensory impairment.</p>	<p>6S1 Provide an appropriate learning environment by:</p> <ul style="list-style-type: none"> <li>• Assessing the environment in relation to sensory access and linking this to adapting to maximise sensory access and monitoring outcomes in relation to individual needs.</li> <li>• Providing and modifying materials to match sensory, communication and mobility needs and advising on the use and adaptation of materials.</li> <li>• Providing, adapting and advising on a range of appropriate equipment, including ICT to provide access related to sensory, communication and mobility needs.</li> </ul> <p>6S2 Provide appropriate learning experiences for deafblind/MSI learners by:</p> <ul style="list-style-type: none"> <li>• Matching provision to needs and providing or advising on appropriate steps for adapted delivery to take account of sensory loss and communication methods as well as cognitive and developmental levels.</li> <li>• Monitoring the success of specialist approaches, techniques, equipment, support and other provision in relation to sensory and communication access and outcomes.</li> <li>• Using techniques and approaches suitable for the age of individuals 0-25.</li> </ul> <p>6S3 Promote good outcomes and learning success by:</p> <ul style="list-style-type: none"> <li>• Providing appropriate curriculum advice and support, especially regarding outcomes which meet individual needs across the age range.</li> <li>• Advising on curriculum structures and assessments especially for those working on life and daily living skills at 18+.</li> </ul>

	<ul style="list-style-type: none"><li>• Facilitating appropriate access and support arrangements to enable deafblind/MSI learners to have their achievements recognised.</li></ul> <p>6S4 Develop appropriate clear and agreed outcomes by:</p> <ul style="list-style-type: none"><li>• Writing accurate and understandable reports from assessments which provide clear guidance as to recommendations for teaching and learning.</li><li>• Using assessments, advice from other specialists, and information from families and the young person to set appropriate targets to maximise access and achievement.</li></ul> <p>6S5 Implementing effective approaches, strategies and interventions to support the deafblind/MSI individual to acquire literacy and mathematics skills.</p>
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## Standard 7: Develop specialist skills in working with deafblind/MSI learners

Knowledge and understanding ('learn that...')	Skills ('learn how...')
<b>Assessment</b>	<b>Assessment</b>
<p>7K1 Accurate and comprehensive assessment of sensory skills and skills in communication and mobility and orientation support enabling provision.</p> <p>7K2 Assessment tools and means need to be carefully selected and matched to an individual deafblind/MSI learner from the wide range available.</p> <p>7K3 Reports from clinical and other specialists can support functional assessment in relation to sensory skills, development, communication, mobility and orientation and learning needs.</p> <p>7K4 Understanding of clinical and other specialist reports and assessments supports better functional assessment and skills development.</p> <p>7K5 Individuals' use of vision and hearing differs, and an understanding of each individual's function is needed to support learning.</p>	<p>7S1 To assess deafblind/MSI learners appropriately within the context of their skills and development by:</p> <ul style="list-style-type: none"> <li>• Choosing and using appropriate assessments of development and function, and using these to make recommendations for provision.</li> <li>• Choosing and using appropriate assessments of functional vision, and using these to make recommendations for provision.</li> <li>• Choosing and using appropriate assessments of functional hearing, and using these to make recommendations for provision.</li> <li>• Choosing and using appropriate assessments of communication, and using these to make recommendations for provision.</li> <li>• Evaluating their orientation and mobility skills including risk assessments of safety to make recommendations for provision.</li> <li>• Using structured observation techniques to gain understanding of the needs and monitor the success of deafblind/MSI learners.</li> <li>• Using techniques including discussion and testing appropriately to inform assessments.</li> </ul>
<b>Sensory skills</b>	<b>Sensory skills</b>
<p>7K6 Vision and hearing systems are complex and involve multi-layer processes to enable access to visual and auditory stimuli.</p>	<p>7S2 Support individuals' use and development of skills in vision, hearing and tactile use by:</p> <ul style="list-style-type: none"> <li>• maintaining, supporting and monitoring use of hearing aids and glasses, and of individual technology such as video magnification, FM systems and other ICT, and advising others on how to use them.</li> </ul>

<p>7K7 Tactile systems require specialist development and application to assist in compensating for lack of vision and hearing and the teaching of specialist skills.</p> <p>7K8 Sensory access for deafblind/MSI learners can be promoted by use of aids and technologies, including hearing aid technologies and visual aids prescribed for individuals, and through visual support and auditory support technologies.</p> <p>7K9 Other sensory systems (proprioception, kinaesthetic vestibular, and interoception senses) contribute to the learning process and are particularly important for learners with deafblindness and multi-sensory impairment.</p>	<ul style="list-style-type: none"> <li>• Providing opportunities for learning to use visual and auditory access tools throughout the curriculum and advising others on how to do this.</li> <li>• Providing opportunities for tactile and haptic learning within activities and as additional learning as required, advising others on how to do this.</li> <li>• Providing teaching opportunities through visual, auditory, tactile, motor and linguistic means to meet individual needs.</li> </ul>
<p><b>Communication</b></p>	<p><b>Communication</b></p>
<p>7K10 Communication affects all aspects of learning and development. The impact of deafblindness and multi-sensory impairment on communication development includes effects on wellbeing, behaviour, cognitive skills, mobility and orientation and social relationships.</p> <p>7K11 There is a wide range of means of communication which can be effective for deafblind/MSI people and a wide range of approaches to developing communication.</p> <p>7K12 Communication teaching and learning must be matched to deafblind/MSI learners' needs in relation to sensory, cognitive and communication development.</p> <p>7K13 Appropriate choices of communication including pre-symbolic, symbolic, visual, auditory, tactile and haptic and ICT support and enable communication development in deafblind/MSI people</p>	<p>7S3 Use appropriate means of communication with deafblind/MSI individuals in relation to their sensory, developmental and communication levels by:</p> <ul style="list-style-type: none"> <li>• Using and recommending communication methods which are appropriate to individuals considering their sensory, cognitive and other levels, understanding that methods may be different in relation to receptive and expressive. communication and context, wellbeing and relationships.</li> <li>• Using and recommending a range of approaches to develop communication both in particular and infused across activities.</li> <li>• Understanding the functions and uses of communicative behaviour, including challenging behaviour.</li> </ul>
<p><b>Mobility and orientation</b></p>	<p><b>Mobility and orientation</b></p>

<p>7K14 Mobility and orientation are a key learning goal for deafblind/MSI people, which needs to be included and developed across learning stages.</p>	<p>7S4 To include and promote progress in orientation and mobility by:</p> <ul style="list-style-type: none"><li>• Infusing opportunities for specific orientation and mobility learning across learning.</li><li>• Providing specific guidance and support on developing skills in orientation and mobility, alongside specialists.</li></ul>
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## Standard 8: Support emotional, social and behavioural development for deafblind/MSI learners

Knowledge and understanding ('learn that...')	Skills ('learn how...')
<p>8K1 Self-esteem and resilience support deafblind/MSI learners to make progress academically and socially and in life skills.</p> <p>8K2 Progressive conditions causing deafblindness and multisensory impairment affect learning and mental wellbeing and special provision needs to be made to help adapt learning, living and wellbeing.</p> <p>8K3 Deafblind/MSI learners need specialist support to understand and develop appropriate personal relationships and need specialist sex and relationship education.</p>	<p>8S1 To enable deafblind/MSI learners to develop relationships through communication by:</p> <ul style="list-style-type: none"> <li>• Providing and supporting opportunities to make friends with peers including others who are deafblind/MSI.</li> <li>• Teaching and supporting social skills behaviour in alternative ways related to sensory impairments.</li> <li>• Developing peer awareness through programmes or other means.</li> </ul> <p>8S2 Enable deafblind/MSI learners to understand their sensory loss and develop their independence and self-esteem by:</p> <ul style="list-style-type: none"> <li>• Teaching them to manage their own equipment, communication and other needs.</li> <li>• Encouraging deafblind/MSI learners to manage and monitor their behaviour through structuring learning to meet their sensory needs.</li> <li>• Promoting independence as an expectation with all staff who work with them from an early age.</li> <li>• Teaching or planning teaching for independence, daily living and self-help skills within a context which may include supported independence.</li> </ul> <p>8S3 Support learners with changing sensory profiles by</p> <ul style="list-style-type: none"> <li>• Planning for learning which supports learners with changes in sensory and other skills, including specialist programmes to understand the changes in their sensory or other systems supporting families and learners in decision making related to changes.</li> </ul> <p>8S4 Enable deafblind/MSI learners to develop relationships through communication by:</p>

	<ul style="list-style-type: none"><li>• Providing and supporting the opportunities to make friends with peers including others who are deafblind/MSI.</li><li>• Teaching and supporting social skills behaviour in alternative ways related to sensory impairments.</li><li>• Developing peer awareness through programmes or other means.</li></ul> <p>8S5 Enable deafblind/MSI learners to understand their sensory loss and develop their independence and self-esteem by:</p> <ul style="list-style-type: none"><li>• Teaching them to manage their own equipment, communication and other needs.</li><li>• Encouraging deafblind/MSI learners to manage and monitor their behaviour through structuring learning to meet their sensory needs.</li><li>• Promoting independence as an expectation with all staff who work with them from an early age.</li><li>• Teaching or planning teaching for independence, daily living and self-help skills within a context which may include supported independence.</li></ul>
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# Short form Terms

## 1. Definitions used in the Contract

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

<b>"Central Government Body"</b>	means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>"Charges"</b>	means the charges for the Services as specified in the Order Form;
<b>"Confidential Information"</b>	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>"Contract"</b>	means the contract between (i) the Authority and (ii) the Provider which is created by the Provider's counter signing the Order Form and includes the Order Form and Annexes;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Authority"</b>	means the person identified in the letterhead of the Order Form;
<b>"Date of Delivery"</b>	means that date by which the Services must be delivered to the Authority, as specified in the Order Form;

<b>"Authority Cause"</b>	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Provider;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deliver"</b>	means hand over the Services to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Provider, the Provider Staff (including any subsets of them) or any other failure in the Provider or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Goods"</b>	means the goods to be supplied by the Provider to the Authority under the Contract;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Provider by or on behalf of the Authority; or ii) the Provider is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Provider in writing;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);

- “Longstop Date”** means the date on which an extension to the Term which has been granted by the Authority solely to give learners recruited prior to the Expiry Date an opportunity to complete their learning programmes, come to an end.
- "New IPR"** all and intellectual property rights in any materials created or developed by or on behalf of the Provider pursuant to the Contract but shall not include the Provider's Existing IPR;
- "Order Form"** means the letter from the Authority to the Provider printed above these terms and conditions;
- "Party"** the Provider or the Authority (as appropriate) and "Parties" shall mean both of them;
- "Personal Data"** has the meaning given to it in the GDPR;
- "Personal Data Breach"** has the meaning given to it in the GDPR;
- "Processor"** has the meaning given to it in the GDPR;
- "Purchase Order Number"** means the Authority's unique number relating to the order for Services to be supplied by the Provider to the Authority in accordance with the terms of the Contract;
- "Regulations"** the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
- "Request Information"** for has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
- "Services"** means the services to be supplied by the Provider to the Authority under the Contract;
- "Specification"** means the specification for the Services to be supplied by the Provider to the Authority (including as to quantity, description and quality) as specified in the Order Form;
- "Staff"** means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any sub-contractor of the Provider engaged in the performance of the Provider's obligations under the Contract;
- "Staff Vetting Procedures"** means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Provider from time to time;

<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Provider related to the Contract;
<b>"Provider Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Subcontractor engaged in the performance of the Provider's obligations under a Contract;
<b>"Provider"</b>	means the person named as Provider in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	any one of the Provider Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurementpolicy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurementpolicy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Services;
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;

- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

### **3. How the Contract works**

- 3.1 The Order Form is an offer by the Authority to purchase the Services subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Provider is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Provider.
- 3.3 The Provider warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Services are and remain true and accurate.

### **4. What needs to be delivered**

#### **4.1 All Services**

- (a) The Provider must provide Services: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

#### **4.2 Goods clauses**

Not used

#### **4.3 Services clauses**

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Provider must co-operate with the Authority and third party Providers on all aspects connected with the delivery of the Services and ensure that Provider Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Provider with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Provider must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Provider for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Provider must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Provider must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Provider is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear.

- (h) The Provider must ensure all Services, and anything used to deliver the Services, are of good quality.
- (i) Not used

## **5. Pricing and payments**

- 5.1 In exchange for the Services, the Provider shall be entitled to invoice the Authority for the charges in the Order Form. The Provider shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Services.
- 5.3 The Authority must pay the Provider the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Provider's account stated in the Order Form.
- 5.4 Not used
- 5.5 Not used
- 5.6 Not used
- 5.7 Not used

## **6. The Authority's obligations to the Provider**

- 6.1 If the Provider fails to comply with the Contract as a result of an Authority Cause:
  - (a) the Authority cannot terminate the Contract under clause 11;
  - (b) the Provider is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Provider is entitled to additional time needed to deliver the Services;
  - (d) the Provider cannot suspend the ongoing supply of Services.
- 6.2 Clause 6.1 only applies if the Provider:
  - (a) gives notice to the Authority within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Authority Cause;
  - (c) mitigated the impact of the Authority Cause.

## **7. Record keeping and reporting**

- 7.1 The Provider must ensure that suitably qualified representatives provide progress reports on an annual basis.
- 7.2 The Provider must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

- 7.3 The Provider must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Provider must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Provider is unable to provide any of the Services for the following academic year, it must immediately:
- (a) inform the Authority at least 60 days before the start of the summer term;
  - (b) provide a rationale;
  - (c) use all reasonable endeavours to provide alternative solutions.
- 7.6 If the Authority, acting reasonably, is concerned as to the financial stability of the Provider such that it may impact on the continued performance of the Contract then the Authority may:
- (a) require that the Provider provide to the Authority (for its approval) a plan setting out how the Provider will ensure continued performance of the Contract and the Provider will make changes to such plan as reasonably required by the Authority and once it is agreed then the Provider shall act in accordance with such plan and report to the Authority on demand
  - (b) if the Provider fails to provide a plan or fails to agree any changes which are requested by the Authority or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## **8. Provider staff**

- 8.1 The Provider Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice Authority
  - (c) comply with all conduct requirements when on the Authority's premises.
- 8.2 Where the Authority decides one of the Provider's Staff isn't suitable to work on the Contract, the Provider must replace them with a suitably qualified alternative.
- 8.3 If requested, the Provider must replace any person whose acts or omissions have caused the Provider to breach clause 8.
- 8.4 The Provider must provide a list of Provider Staff needing to access the Authority's premises and say why access is required.
- 8.5 The Provider indemnifies the Authority against all claims brought by any person employed by the Provider caused by an act or omission of the Provider or any Provider Staff.
- 8.6 The Provider shall use those persons nominated in the Order Form (if any) to provide the Services and shall not remove or replace any of them unless:
- (a) requested to do so by the Authority (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

- (c) the person's employment or contractual arrangement with the Provider or any subcontractor is terminated for material breach of contract by the employee.

## 9. Rights and protection

- 9.1 The Provider warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
  - (b) the Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
  - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Provider provides Services under the Contract.
- 9.3 The Provider indemnifies the Authority against each of the following:
- (a) wilful misconduct of the Provider, any of its subcontractor and/or Provider Staff that impacts the Contract;
  - (b) non-payment by the Provider of any tax or National Insurance.
- 9.4 If the Provider becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.
- 9.5 All third party warranties and indemnities covering the Services must be assigned for the Authority's benefit by the Provider.

## 10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs.
- 10.2 Any New IPR created under the Contract is owned by the Provider.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services (an "**IPR Claim**"), then the Provider indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

- 10.6 If an IPR Claim is made or anticipated the Provider must at its own expense and the Authority's sole option replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Services.

## **11. Ending the contract**

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **11.3 Ending the Contract without a reason**

The Authority has the right to terminate the Contract at any time without reason or liability by giving the Provider not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

### **11.4 When the Authority can end the Contract**

- (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Provider:
- (i) there's a Provider Insolvency Event;
  - (ii) if the Provider repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - (iii) if the Provider is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Provider receiving notice specifying the breach and requiring it to be remedied;
  - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Provider which isn't pre-approved by the Authority in writing; there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Provider which isn't pre-approved by the Authority in writing;
  - (v) if the Authority discovers that the Provider was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
  - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Provider because of a serious breach of the TFEU or the Regulations;
  - (vii) the Provider or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Provider, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Provider is responsible for the Authority's reasonable costs of procuring replacement services for the rest of the term of the Contract;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Provider must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Provider must promptly return any of the Authority's property provided under the Contract;
- (f) the Provider must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming Provider and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

### **11.6 When the Provider can end the Contract**

- (a) The Provider can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Provider can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Provider terminates the Contract under clause 11.6(a):
  - (i) the Authority must promptly pay all outstanding charges incurred to the Provider;
  - (ii) the Authority must pay the Provider reasonable committed and unavoidable losses as long as the Provider provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Provider if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

### **11.7 Partially ending and suspending the Contract**

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Services itself or buy them from a third party.
- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Provider may not either:
  - (i) reject the variation;
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Provider.

12.2 No Party is liable to the other for:

- (a) any indirect losses;

- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Provider does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Provider is party to the Contract, each Provider Party is fully responsible for both their own liabilities and the liabilities of the other Providers.

### **13. Obeying the law**

- 13.1 The Provider must, in connection with provision of the Services, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Provider Code of Conduct appearing at ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Provider\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Provider_Code_of_Conduct.pdf)) and such other corporate social responsibility requirements as the Authority may notify to the Provider from time to time;
  - (b) support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
  - (d) meet the applicable Government Buying Standards applicable to Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>
- 13.2 The Provider indemnifies the Authority against any costs resulting from any default by the Provider relating to any applicable law to do with the Contract.
- 13.3 The Provider must appoint a Compliance Officer who must be responsible for ensuring that the Provider complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Provider who is responsible for ensuring that the Provider complies with its legal obligations;

### **14. Data protection**

- 14.1 The Authority is the Controller and the Provider is the Processor for the purposes of the Data Protection Legislation.

- 14.2 The Provider must process Personal Data and ensure that Provider Staff process Personal Data only in accordance with this Contract.
- 14.3 The Provider must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Provider must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Authority copies every six Months.
- 14.5 The Provider must ensure that any Provider system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Authority.
- 14.6 If at any time the Provider suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Provider must notify the Authority and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
- (a) tell the Provider to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Provider finds out about the issue, whichever is earlier;
  - (b) restore the Government Data itself or using a third party.
- 14.8 The Provider must pay each Party's reasonable costs of complying with clause 14.7 unless the Authority is at fault.
- 14.9 Only the Authority can decide what processing of Personal Data a Provider can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Provider must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Provider must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
  - (b) the necessity and proportionality of the processing operations;
  - (c) the risks to the rights and freedoms of Data Subjects;
  - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Provider must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.
- 14.13 The Provider must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.
- 14.14 If lawful to notify the Authority, the Provider must notify it if the Provider is required to process Personal Data by Law promptly and before processing it.

- 14.15 The Provider must take all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Provider's duties under this clause 11; are aware of and comply with the Provider's duties under this clause
  - (b) are subject to appropriate confidentiality undertakings with the Provider or any Subprocessor;
  - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
  - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Provider must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Authority;
  - (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
  - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
  - (d) the Provider meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - (e) where the Provider is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
  - (f) the Provider complies with the Authority's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Provider must notify the Authority immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; (f) becomes aware of a Data Loss Event.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Authority in stages as details become available.
- 14.19 The Provider must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Authority:
- (a) full details and copies of the complaint, communication or request;
  - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
  - (c) any Personal Data it holds in relation to a Data Subject on request;

- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

14.20 The Provider must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Provider employs fewer than 250 staff, unless either the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.21 The Provider must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Authority their contact details.

14.22 Before allowing any Subprocessor to process any Personal Data, the Provider must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

14.23 The Provider remains fully liable for all acts or omissions of any Subprocessor.

14.24 At any time the Authority can, with 30 Working Days notice to the Provider, change this clause 14 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14.26 The Provider:

- (a) must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Provider stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all Losses incurred if the Provider breaches clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Provider may disclose Confidential Information on a confidential basis to Provider Staff on a need-to-know basis to allow the Provider to meet its obligations under the Contract. The Provider Staff must enter into a direct confidentiality agreement with the Authority at its request.

15.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 The Provider must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Provider Staff do not either.

## **16. When you can share information**

- 16.1 The Provider must tell the Authority within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Provider must give the Authority full co-operation and information needed so the Authority can:
- (a) comply with any Freedom of Information Act (FOIA) request;
  - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Authority may talk to the Provider to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## **18. No other terms apply**

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

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either party can partially or fully terminate the Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2:
- (a) each party must cover its own losses;
  - (b) clause 11.5(b) to 11.5(g) applies.

## **21. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Provider must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

- 23.1 The Provider cannot assign the Contract without the Authority's written consent.
- 23.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 23.3 When the Authority uses its rights under clause 23.2 the Provider must enter into a novation agreement in the form that the Authority specifies.
- 23.4 The Provider can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Provider remains responsible for all acts and omissions of the Provider Staff as if they were its own.
- 23.6 If the Authority asks the Provider for details about Subcontractors, the Provider must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
  - (b) the scope of their appointment;
  - (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Authority is not required to accept a variation request made by the Provider.

## **25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Authority or Provider must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Preventing fraud, bribery and corruption**

- 26.1 The Provider shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
  - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act

in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

- 26.2 The Provider shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Provider (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Provider or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:
- (a) terminate the Contract and recover from the Provider the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
  - (b) recover in full from the Provider any other loss sustained by the Authority in consequence of any breach of this clause.

## **27. Equality, diversity and human rights**

- 27.1 The Provider must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
  - (b) any other requirements and instructions which the Authority reasonably imposes related to equality Law.
- 27.2 The Provider must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## **28. Health and safety**

- 28.1 The Provider must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
  - (b) the Authority's current health and safety policy while at the Authority's premises, as provided to the Provider.
- 28.2 The Provider and the Authority must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

## **29. Environment**

- 29.1 When working on Site the Provider must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.

29.2 The Provider must ensure that Provider Staff are aware of the Authority's Environmental Policy.

### **30. Tax**

30.1 The Provider must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Provider has not paid a minor tax or social security contribution.

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

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Services by the Provider or any of the Provider Staff.

30.3 If any of the Provider Staff are Workers who receive payment relating to the Services, then the Provider must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

### **31. Conflict of interest**

31.1 The Provider must take action to ensure that neither the Provider nor the Provider Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Provider or the Provider Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

31.2 The Provider must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

31.3 The Authority can terminate its Contract immediately by giving notice in writing to the Provider or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

## **32. Reporting a breach of the contract**

- 32.1 As soon as it is aware of it the Provider and Provider Staff must report to the Authority any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Provider must not retaliate against any of the Provider Staff who in good faith reports a breach listed in clause 32.1.

## **33. Resolving disputes**

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Authority refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.
- 33.4 The Provider agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Authority has the right to refer a dispute to arbitration even if the Provider has started or has attempted to start court proceedings under clause 33.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Provider cannot suspend the performance of the Contract during any dispute.

## **34. Which law applies**

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