

# Redacted

4)

We will not engage Sub-Contractors to deliver this contract.

#### ANNEX A - LIST OF SUBCONTRACTORS

NOT USED

#### ANNEX B - SUBCONTRACTOR DECLARATIONS

NOT USED

### 2.2 Attraction of Candidates (20%)

#### Technical Information Required

Please set out your proposed communications and marketing strategy to attract Candidates to the Programme and demonstrate how you will meet the Service requirements set out in paragraph 4 the Specification.

You should structure answers 1 to 5 using the GCS [OASIS](#) framework which can be found [here](#).

Your response should cover the following criteria and include supporting evidence and rationale:

- 1) **Communication objectives** - These should be specific, measurable, achievable, realistic and time bound (SMART) and explain why these are appropriate to the Services;
- 2) **Audience Insights and Analysis** – Identify your specific target audience, and the channels that you propose to use to reach them (including low or no cost marketing activity). Please include relevant audience insight – such as motivations and barriers for this audience. You should also outline how you think this audience differs from the audiences targeted by the Authority's wider "Get into Teaching" campaign.
- 3) **Strategy** - including:
  - the communications channels you will use to market the programme nationally.
  - how will you meet your communication objectives and intended outcomes;
  - how you will use communications to recruit those with significant career and industry experience, who would not otherwise have considered teaching ; and
  - your brand identity for this Programme and how this will sit alongside the Authority's wider teaching brand and how you plan to present this relationship so the audience understand the range of options available to them .
  - Please provide detail of which activity would be paid for and which would be no-cost.
- 4) **Implementation** – An explanation as to how you will implement your strategy including the key milestones for the communications and marketing activity including critical dependencies, and any contingency arrangements.
- 5) **Scoring/Evaluation** – An explanation as to how you will measure the impact and effectiveness of your communications and marketing strategy, including how you will measure the number of Candidates passed to the 'Get Into Teaching Service'.
- 6) **Marketing Spend** - a breakdown of your proposed marketing spend, covering the Mobilisation Period and the Initial Contract Period. This should be in a table format separated into financial years and include a brief description line and approximate spend. The total spend should match what you have included in your Pricing Model. You should also outline how your planned spending represents value for money.

**A response to this question is limited to 2000 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

## Now Teach Response [2,000 words]

1)

Our Communications and Marketing strategy will target Candidates with the potential to use substantial career experience to add value in schools, who otherwise would not have considered teaching. Our activity normalises the path from industry to teacher training, showcases our support to transfer expertise into a new profession and signals teaching as a rewarding opportunity to grow professionally long term.

Our SMART objectives, developed using the CORE role of government communications, include:

- Increase Participants from 170 in 2021, to 200+ in 2022 and 250+ in 2023
- Increase applications from [Redacted]
- Attract sufficient Candidates for priority subjects defined by Authority each year
- Ensure future Participants continue to bring an average of c.25 years career experience, consistent with previous Now Teach cohorts
- Attract a diverse Candidate pool that addresses national shortages of teachers that are:
  - Male
  - Aged 50+
  - Black or Ethnic Minority
- Increase number of adults in England that are aware of Now Teach from [Redacted] (nationally representative sample of all adults in England surveyed by YouGov, July 2020)
- Increase number of PR pieces from 43 in 2020/21 to 50+ in 2021/22 and 55+ in 2022/23
- Increase value of PR obtained without use of marketing budget [Redacted]
- Increase value of pro bono marketing from [Redacted]
- Continue to make teaching more appealing for older Career Changers, resulting in further growth to people aged 50+ entering ITT (+99% growth in 50+ entrants to ITT since Now Teach founded, verified by ImpactEd in June 2021 evaluation)

2)

Now Teach targets mid to late-stage Career Changers with significant previous industry experience. Since 2016 we have generated over [Redacted] Expressions of Interest in teaching and developed deep knowledge of the needs and requirements of Career Changers in teaching from our attraction, selection, placement and retention activity.

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

We tailor creative and segment applications and engagement activity to appeal to each persona. All segments are primarily motivated by an 'opportunity to give something back' as a teacher.

This audience is potentially large. [Redacted]

We used this insight to secure PR coverage with *Good Morning Britain*, *The Guardian* and *BBC Local Radio* to promote changing career to teaching, using Now Teach Participant case studies.

Redacted

We address these concerns with a thorough and easy to navigate website and 'Candidate Hub', and with direct intervention and support across the Candidate journey.

From our Candidate survey in April 2020, the main attractions of Now Teach are:

- Redacted
- Redacted
- Redacted
- Redacted

Ensuring communications are accessible and inclusive has resulted in diverse Now Teach cohorts that are older Redacted than the national ITT intake and wider teaching population. Communications and engagement via website, live events, PR, email and advertising materials all lead with Now Teachers as authentic examples and role models for Candidates.

This audience is differentiated from, and complements, the core audience for Get into Teaching (GiT). 97% of Now Teach website users are not referrals from GiT and Redacted of Now Teach web traffic does not overlap with GiT at all.

3)

Now Teach is an established brand with 3m adults in England having heard of it, including over 11% of the adult population in London where we have been active longest. We have a public champion with an authentic Career Changer story in Lucy Kellaway who continues to generate large amounts of impactful PR coverage on career change to teaching for free. In 2020/21 we secured combined reach of Redacted for PR activity with an estimated advertising equivalent value of Redacted, including coverage in *The Guardian*, *BBC*, *The Times*, *The Financial Times*, *Good Morning Britain* and *The Economist* and trade press including *TES* and *Schools Week*.

Our brand resonates with people who have not previously considering teaching: we use a corporate, adult, visual style; remove education sector jargon and use case studies from many careers to inspire Candidates. We already have significant brand awareness in areas we would expand to – Redacted of adults in the South West and Redacted in Yorkshire and the Humber have heard of Now Teach.

Now Teach has gained additional credibility with co-founders Lucy Kellaway OBE and Katie Waldegrave MBE recognised for services to education in the Queen's 2021 Birthday Honours. Lucy's book *Re-educated*, published 1 July 2021, was serialised in the *Daily Mail* and attracted widespread additional publicity in national press as a 'celebration of education's power to transform our lives at any age'. Our brand strength and authenticity combined with the stories of 500+ Career Changers generates consistent interest from national press. National brand activity and awareness supports building partnerships with schools and training providers to enhance placement opportunities. Many of our case studies focus on the added value Career Changers bring to classrooms and staffrooms and supporting enhanced retention. Redacted

Our marketing campaign Redacted, promotes the message that changing career to teaching later in life is a positive thing for trainees, schools and students. Redacted of attendees at information events tell us Now Teach has made it more likely they become a teacher, Redacted are more confident in changing career and applying for teacher training while Redacted had not researched teacher training at all before hearing about Now Teach.

Our PR will feature:

- Continued promotion by Lucy Kellaway raising the status of Career Changers in teaching at no-cost
- Redacted



- Redacted
- Redacted

Our social media and paid marketing will feature:

- Redacted
- Redacted
- Redacted

We will continue to collaborate with GiT by:

- Ensuring activity is appropriate and non-competitive for email and Google Search
- Maintaining Now Teach brand coherence with DfE values of credibility, invention and opportunity
- Using the DfE logo on Now teach marketing
- Redirecting Now Teach Candidates without sufficiently strong career change characteristics to GiT


4)

We will plan using the OASIS framework and submit for PASS approval each financial year and leverage the experience of the existing and established Now Teach marketing team. Where applicable we will follow Cabinet Office guidance on procuring communications services.

Milestones

- Redacted
- Redacted
- Redacted

Regional Expansion

Now Teach currently operates in the West Midlands, South Coast, South East and East of England working with  training providers. We will continue national PR work and expand so Career Changers with significant experience in any part of England can join our programme, but will target priority locations to get the biggest return on investment:

- Redacted
- Redacted

Critical activities

- Update website in Summer 2021 to ensure Candidates can apply from all English regions
- Update our CRM (Salesforce) to report across more locations and Candidates



Redacted

## 2.3 Candidate Recruitment and Selection (20%)

### Technical Information Required

Please set out your approach to the recruitment and assessment of Candidates demonstrating how you will meet the Service requirements set out in paragraph 5 of the Specification.

Your response should cover the following criteria and include supporting evidence and rationale:

- 1) How you will recruit and select eligible Candidates including how your process aligns with the requirements in the [ITT Criteria and Supporting Advice](#) ;
- 2) How you will assess and select Candidates to ensure those entering the Programme have significant previous employment and industry experience and have the potential to 'add value' by inspiring young people and influencing teaching practice and wider school policies;
- 3) Your strategy for supporting Candidates through the pipeline to ensure that expressions of interest are converted into programme starts;
- 4) How you will ensure that you meet the requirement to deliver 200 Participant starts on the Programme by 30 September 2022 and 250 starts by 30 September 2023; and
- 5) How you will ensure successful delivery of the Authority's subject specific recruitment targets in priority subjects.

Please upload as **Annex C** (using the template provided in Jaggaer) your recruitment pipeline to illustrate the proposed flow of Candidates through the recruitment and selection process.

Please name this document as follows:

**Career Changer Annex C [your company name] (e.g. ABC Ltd)**

**A response to this question is limited to 1750 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

**Note:** Format requirements and word limits do not apply to Annex C

### **Now Teach Response [1,749 words]**

1)

We have successfully recruited, selected, and onboarded over 500 eligible Candidates with significant industry experience onto our Career Changer programme. Delivering our fifth cohort this year, we have managed 2,500 eligible Expressions of Interest and 1,000 applications. Our selection process is robust, efficient and has been continuously improved with five years of Candidate experience. Our strategy has enabled rapid growth and is designed to scale further.

We select eligible Candidates to join Now Teach via the following process:

- Expression of Interest (EOI): two-stage online application **Redacted**  
**Redacted**
- Application: eligible Candidates progress to application via a personalised link. We ask for:
  - **Redacted**
  - **Redacted**
  - **Redacted**
  - **Redacted**

Applications are reviewed and responded to within 24 hours. From September 2021 we will use anonymous screening to increase fairness and reduce bias.

- Interview: our interview process is efficient and personalised. In two years we have interviewed over 840 people. Candidates self-schedule a slot and receive a personalised pre-interview call beforehand. We conduct a 35-minute online interview assessing suitability. We have a scalable team of fully trained, professional interviewers who match our Candidates for extensive career experience. We assess the following competencies:
  - **Redacted**
  - **Redacted**
  - **Redacted**

2)

We recruit individuals with skills and attributes to be successful teachers who have already had successful careers. We encourage self-selection via clear messaging (website and Information Events) supported by case studies of Now Teach Participants, showcasing successful transfers of industry experience to school settings, adding value in classrooms. At application we ask:

- **Redacted**
- **Redacted**
- **Redacted**



- [Redacted]
- [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]

These criteria are based on learning from Now Teach Participants who have been successful in schools.

We explore the Candidate's potential to 'add value' at each stage:

- [Redacted]
- [Redacted]

Our 2020 cohort brought a total of 3,700+ years of work experience in 23 different industry sectors and had an average of 25 years' career experience.

3)

We have market leading response rates to Candidates and monitor conversion rates by stage closely.

#### EOI to application

[Redacted]

- [Redacted]
- We allocate significant resource to calls to identify and encourage high potential Candidates to progress: [Redacted]
  - Anyone not fitting the Career Changer profile is referred to Get into Teaching or alternative ITT routes (2,000+ in 2020/21)
- We will continue to host online Information Webinars attended by more than [Redacted] people over the last two years. Hosted by our high-profile co-founder Lucy Kellaway OBE, we provide information on changing career and encourage applications to Now Teach

#### Application to interview:

- [Redacted]

#### Interview to securing a training place:

- All successful Candidates receive access to our [Redacted] (100% of 2021 Candidates accessed) and a dedicated Recruitment Advisor to support them through what many

Candidates say is the most challenging stage to navigate. We provide independent tailored advice, encouragement, and in-depth knowledge of the ITT landscape and direct referral to 79 partner ITT providers ensuring Candidates feel supported to find the best training place for them

- Interview preparation support: Redacted

- School Insight: Redacted

#### ITT place to starting:

- We have a structured Onboarding strategy, Redacted

#### 4)

National recruitment will be delivered by extending the processes, systems and team already in place. We are confident that the scale of growth required for the 2022 and 2023 cohorts is achievable.

We have a strong track record of year-on-year growth and exceeding contractual recruitment KPIs. We are high performing hiring at scale and continually find efficiencies. For example, via system automation and advisory resources like our School Insight approach and Candidate Hub. This has enabled significant cohort size growth:

Year	DfE target	Cohort recruited	Variance to target	Annual Growth
2017	N/A	47	N/A	N/A
2018	N/A	75	N/A	60%
2019	100	83	-17	11%
2020	100	140	+40	69%
2021	100	170	+70	21%
2022	200	200	N/A	18%
2023	200	250	N/A	25%

Growing the 2020 cohort by 68% was made possible by introducing the scalable, virtual first recruitment strategy detailed above, which will support national expansion. Being able to recruit beyond our existing regions of London, South East, East of England and West Midlands will open a wider pool of talent in addition to our strong base. Being accessible to all but targeting our spend and resource by location and priority subject will ensure a strategic approach delivering value for money.

We already have a sizable talent pool of Redacted who have expressed interest from outside our current regions. Additionally, we have nearly Redacted applicants already passed screening in our current regions for 2022. Based on previous minimum conversion rate of applicant to Participant of Redacted, the current applicant number should yield at least Redacted Participants for the 2022 cohort.

We will make investments in advance of launching 2023 cohort recruitment. Expansion of target locations as well as early national PR will grow our existing brand awareness enabling the 2023 cohort to grow to 250. We plan to grow our recruitment team by [Redacted] and will secure philanthropic funding to implement a new Applicant Tracking System enabling us to efficiently process and support a larger number of Candidates.

We have robust pipeline management, sophisticated data dashboards and governance already in place. Monitoring performance and benchmarking against prior year numbers of EOIs, applications and offers by month enables us to spot patterns early and swiftly adjust where necessary to be fully responsive to our Candidate pipeline.

5)

We have a strong track record recruiting for national shortage subjects: from 2017 to 2020 we recruited 231 STEM and MFL trainees out of a total of 345 (67%). Including our 2021 cohort we will have recruited more than 330 STEM and MFL trainees among a total of 515 new teachers (based on 170 in 2021 cohort). 64% of Now Teach recruits across 5 cohorts teach STEM or MFL, compared to 46% nationwide (ITT Census 2020).

We received more applications for Mathematics (200+) than any other subject this year and 20% of the 2021 cohort will teach Mathematics. Overall, we received 487 applications for bursaried subjects for a 2021 start. We have doubled the number of Chemistry teachers we are bringing into the profession from 10 to 20 this year.

We use a variety of methods including [Redacted]

[Redacted]

[Redacted] All methods are flexible to the specific priority subjects the Authority decides on each year.

Not only do we attract large volumes of applicants to shortage subjects, we have also been successful at recruiting candidates with exceptionally strong qualifications in these subject areas. 50% of the cohort brought advanced degrees to classrooms and 11% had PhDs.

We will prioritise priority subjects across the Candidate journey monitoring live data, and adjusting focus where required. We plan to grow partnerships with providers who focus on priority subjects, such as the National Mathematics and Physics SCITT, to recruit more trainees for priority subjects in new regions.

## Annex C - RECRUITMENT PIPELINE TEMPLATE – NOW TEACH

# Redacted

### 2.4 Participant Placement (15%)

#### Technical Information Required

Please set out your approach to the Initial Teacher Training (ITT) element of the Programme demonstrating how you will meet the Service requirements set out in paragraph 6 of the Specification.

Your response should cover the following criteria and include supporting evidence and rationale:

- 1) Your approach to forming partnerships with a sufficient number of accredited ITT providers and delivery schools across all English Regions, to ensure that all successful Participants can start Initial Teacher Training by 30 September 2022 (2022 cohort) or 30 September 2023 (2023 cohort);
- 2) A description of the mechanisms you will put in place to support partnership working with accredited ITT providers and delivery schools to provide suitable employment placements, Initial Teacher Training and mentoring support to Participants in line with the training, management and quality assurance, and employment-based criteria in the [ITT Criteria and Supporting Advice](#);
- 3) How you will match Participants to appropriate school placements and ensure that each Participant is offered a placement within a reasonable geographical area to suit their work life balance and travel needs.

**A response to this question is limited to 2000 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

#### **Now Teach Response [1,964 words]**

1)

Now Teach has built strong partnerships with accredited ITT providers and schools across London, the South East, East of England and West Midlands to support five cohorts of Career Changers from 2017 to 2021. We have an established approach to forming and enhancing the partnerships required to support Career Changers retraining as teachers. We have deep understanding of Career Changer needs in ITT, and the challenges they face, while recognising that each individual requires personalised support, which informs our partnership strategy.

Participants have life commitments that limit their ability to travel or relocate – often more so than younger teachers – so we ensure sufficient breadth of partnerships geographically for Participants to be placed near home.

We have significantly grown the number and regional coverage of ITT providers and delivery schools over the past five years and have an approach that can be scaled nationally based on:

- Our experience of what makes partnerships work; setting and managing expectations
- Our strong reputation and brand; we are recognised for the rigour of our selection process and quality of support

- 

Redacted

#### **Track record**

Our approach to forming partnerships with ITT providers has enabled us to rapidly grow the number of partnerships. In 2018 we supported 75 Participants across two ITT providers. In 2021 we will support a cohort of c.170 across [Redacted] providers (including Teaching Schools Alliances, TSAs). Critically, we have grown coverage so that we now have partnerships with [Redacted] of secondary ITT providers in London (excluding TSAs who are not included in training provider by region data published). We have also grown partnerships when expanding to new parts of the country; within three years of starting in East of England, we now work with [Redacted] of potential partners. This approach is replicable nationwide.







- Redacted
- Redacted
- Redacted

Candidates will continue to help grow our number of partnerships and meet individual requirements. We will benefit from pooled research and collective wisdom of Career Changer Candidates working alongside our team. When a Participant has requirements not served by our existing partnerships, their dedicated Recruitment Advisor helps them find the right provider and apply via UCAS/DfE Apply. If successful, we form a partnership with the provider.

Our timeline is clearly defined. Applications will close on Redacted, to ensure there is adequate time for every Candidate to complete the ITT placement process.

2)

We have built strong, effective partnerships with training providers and schools that support Participants to succeed. Partners give Now Teach a Net Promoter Score Redacted. We will continue to utilise five mechanisms that support partnership working:

1. Redacted
2. Redacted
3. Redacted
4. Redacted
5. Redacted

1. Redacted

ITT providers:

- All providers rated Good or better by Ofsted
- If a current provider is re-assessed as less than Good, Now Teach re-allocates trainee to another provider
- Ensure all placement, ITT and mentoring support is consistent with the management, quality assurance and employment-based criteria in the ITT Criteria and Supporting Advice

Schools:

- Our Partnerships team and Programme Managers build supportive relationships with delivery schools. Where possible we group Participants in schools enabling local support networks with a positive impact on experience, satisfaction and wellbeing

2. Redacted

Now Teach and ITT provider consent to an agreement including:

- Redacted
- Redacted
- Redacted
- Redacted
- Redacted

We agree a calendar of meetings to review Participant progress.

3. Redacted

We advocate for providers that offer a strong training environment for Career Changers. We will:

- Redacted

- [Redacted]
- [Redacted]
- [Redacted]

#### 4. [Redacted]

To trainees, we give:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

#### 5. Feedback

We focus feedback on areas in which providers, delivery schools and Now Teach can adjust to better serve the needs of Career Changers. We will use regular feedback cycles to gather insights to ensure Participants have:

- Clear and consistent mentoring and support from mentors and appropriate to career-changers
- Manageable workloads, recognising that career-changers have specific needs
- Appropriate mental health support
- Appropriate employment and remuneration for those on employment-based routes

Working collaboratively, we help providers to improve using this feedback:

- [Redacted]
- [Redacted]

We use regular surveys to assess provider and school satisfaction with Now Teach, receive feedback on improvements we can make and gather insights on the added value of Career Changers in teaching.

3)

We have been successful at matching Participants to the most suitable ITT places for their needs since 2017. We do so using expert knowledge of the ITT placement landscape, location matching tools in our CRM and individualised support to Participants.

Redacted

- Redacted

- Redacted

- Redacted

- Redacted

We significantly increase a Participant's chances of securing an ITT place by:

- Redacted

- Redacted

- Redacted

- Redacted

## 2.5 Participant Retention and Ongoing Support

### Technical Information Required

Please set out your approach to Participant retention and the ongoing support you will provide to Participants while they are on the Programme demonstrating how you will meet the Service requirements set out in paragraph 7 of the Specification.

Your response should cover the following criteria and include supporting evidence and rationale:

- 1) Your retention strategy to maximise the number of participants who achieve QTS, complete the programme and remain in teaching beyond the end of the programme;
- 2) The support package that you will offer. How this will support Participants to transfer previous skills and knowledge to the schools in which they are placed in order to add value in the classroom;

- 3) Your approach to monitoring Participant engagement and progress;
- 4) How you will identify and support Participants at risk of non-completion of the Programme, including the management of deferrals of those Participants who require time out of the programme and Participant withdrawals;
- 5) How you will manage underperforming Participants and any subsequent removals from the Programme;
- 6) How you will ensure Participants have a balanced and sustainable workload while they are on the Programme;
- 7) Your approach to ensuring that Participants have a positive experience while on the Programme; and
- 8) How you will collect and measure participant satisfaction throughout the life of the programme and how you will act on this feedback.

**A response to this question is limited to 2000 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

### Now Teach Response [2,000 words]

1)

Our work complements the ITE delivered by providers and schools. We have developed a nuanced understanding of the needs of Career Changers and how these evolve over QTS, NQT (ECF) and beyond.

Redacted

Our retention strategy includes:

- Redacted
- Redacted
- Redacted
- Redacted

We have confidence in our strategy because:

- Our retention is almost twice the national average for 40-65 year-olds, (ImpactEd evaluation, June 2021)
- We have exceeded the current Career Changer contract retention KPIs:

	Redacted					

- Redacted

Our support package, based on Participant insights since 2017, adapts throughout the Participant journey wrapping around ITT provision. We combine our retention strategy with an understanding of pain points for Career Changers to develop a carefully sequenced programme designed to maximise added value in schools.

The support package, and programme offer, begins with onboarding. This ensures a smooth transition from Recruitment to Programme, shares valuable content and resources via the Welcome Hub and builds Network connection among Participants. Onboarding climaxes with Conference, intended to inspire Participants with their potential to add value in classrooms.

Redacted

- Redacted

- Redacted

- Redacted

- Redacted

- Redacted

- Redacted

Redacted

	[REDACTED]	[REDACTED] Redacted [REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]





- [Redacted]

3)

Programme Managers lead monitoring of Participant engagement and progress, and address concerns through regular communication.

**Engagement:** we track Participant engagement [Redacted]

**Progress:** We review Participant progress [Redacted]

[Redacted]

4)

At onboarding we explicitly recognise there will be issues that might affect progress, and that Programme Managers are able to offer unbiased advice. We identify at-risk Participants via various feedback mechanisms including regular check-ins with ITT providers.

If a Participant is at risk of non-completion, Programme Managers will work with the provider to understand the best outcome, supporting any reasonable adjustments required. Where possible, our preference is for providers to offer an extension to QTS.

We have an established procedure in place for deferrals and withdrawals [Redacted]

Withdrawals undergo an exit interview, and we log reasons and destinations for all deferrals and withdrawals. This is reviewed for continuous improvement. We advocate considering non-teaching roles in education and 17% of our withdrawals continue to volunteer in education.

[Redacted]

5)

We work in partnership with providers to ensure that Participants succeed. We establish clear communications to ensure transparency on support required and [Redacted]

[Redacted]

If the provider decides to remove the Participant, we ensure an exit interview between the provider, and relevant Now Teach teams to review learning. We will consider placement with an alternative provider, if appropriate.

We are committed to providing quality support and working in an open and accountable way to develop trust. Complaints will be escalated and responded to by the Head of Programme and shared with the Authority, including if a Participant is removed from our programme for any reason.

6)

As wrap-around support to demanding ITT courses we aim to ease rather than add to Participant workload.

Redacted

- Redacted
- Redacted
- Redacted

Redacted

- Redacted
- Redacted
- Redacted

7)

We will continue to provide an offer that validates the decision of Participants to teach and helps them feel secure in their future profession. We will strive to maintain our <sup>Redacted</sup> Participant satisfaction rate (Cohort survey, April 2021) through:

- Redacted
- Redacted
- Redacted
- Redacted
- Redacted

Redacted

8)

We are committed to an open feedback culture to ensure Participant satisfaction, continuous improvement and measure added value.

Participants provide feedback frequently via:

1. Termly surveys including:
  - a. NPS for Now Teach, provider and school
  - b. Satisfaction with programme, Programme Managers and events
  - c. Opportunities to identify improvements to programme
2. Event Evaluations including how useful and if it justified the time commitment
3. 1:1 Programme Manager and Participant check-ins
  - a. Termly for all Participants
  - b. More regular when required
4. Participant Satisfaction Survey at end of Year 1
5. Participant Exit Reviews on completing or leaving the programme.

We maximise response rates by explaining the need for feedback and providing multiple access points.

Redacted

### 3.1 Contract Performance Management and Continuous Improvement (10%)

#### Technical Information Required

Please set out how you will effectively monitor and manage your delivery and that of any Sub-Contractors (where relevant) to successfully deliver the Authority's requirements and secure the best value for money demonstrating how you will meet the Service requirements set out in paragraphs 8, 11, 12 and 13 of the Specification. Please also set out your approach to continuous improvement demonstrating how you will meet the Service requirements set out in paragraph 10 of the Specification.

Your response should cover the following criteria and include supporting evidence and rationale:

- 1) A description of performance monitoring arrangements (to include where applicable that of Sub-Contractors) including how you will collect and ensure the accuracy and validity of data and MI as set out in Schedule 16 (Records Provision and Management Information) of Document 5 (Conditions of Contract).
- 2) A description of performance and contract management arrangements (to include where applicable that of Sub-Contractors) including how you will manage the achievement of KPIs and SPIs set out in Schedule 4 (Performance Levels) and the fulfilment of contractual obligations. Please also detail your approach to supply chain underperformance.
- 3) Your planned contract management governance structure including escalation routes and, where relevant a description of roles and responsibilities.
- 4) Your Service Continuity Plan;

Please upload as **Annex D** your Service Continuity Plan.

Please name this document as follows:

**Career Changers Annex D [your company name] (e.g. ABC Ltd)**

- 5) Your planned financial management processes and governance arrangements to ensure costs and financial transactions are managed appropriately; and
- 6) Please set out your approach to continuous improvement including how you will monitor and measure improvements, including details of how you gather feedback from Participants and schools and the mechanisms that you will use to implement the findings, lessons learned, and insights gathered in order to make measurable improvements to the Services;

**A response to this question is limited to 2000 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

**Note:** Format requirements and word limits do not apply to Annex D

#### Now Teach Response [1,956 words]

1)

Since 2016 we have developed our capacity to collect and analyse data:

- To monitor progress against KPIs and SPIs and plan activity accordingly
- For continuous improvement to understand our effectiveness and take action as needed
- To understand our wider impact and added value

Data is collected in the following ways:

Data	KPI / SPI	Data Source	Review Frequency	Insights and Actions
<b>EOI (Expression of Interest) – Candidatedata by region and subject</b>	Internal	Website / Salesforce	Monthly	Redacted
				Redacted
<b>Marketing stats:</b> - Return on Investment(ROI) for campaigns - Click through rates - Website hits - Search hits	Internal	- Google Analytics - Channel reports - Google Search console	Monthly	Redacted
				Redacted
<b>Spend against marketingbudget</b>	Internal	Spend Tracker / Quarterly Forecasts	Monthly	Redacted
				Redacted
<b>Candidate survey data</b>	Internal	Form Assembly	Quarterly	Redacted
				Redacted
<b>Application – by regionand subject</b>	KPI1/22, KPI1/23	Website / Salesforce	Monthly	Redacted
				Redacted
<b>Interview status</b>	Internal	Salesforce	Weekly	Redacted
				Redacted
<b>Withdrawals / Offers / Accepts - by region andsubject</b>	KPI1/22, KPI1/23	Salesforce – Participant / Training provider	Monthly	Redacted



		supplies information		
<b>Equality, Diversity &amp; Inclusion (EDI) data - macro Candidate data by region and subject</b>	Internal	Website / Salesforce	Monthly	Redacted
<b>Response times for EOIs and Interviews</b>	Internal	Salesforce – Input by recruitment team	Weekly	Redacted
<b>Attendance at School Insight &amp; Lesson planning events</b>	Internal	Salesforce – Input by recruitment team	Monthly	Redacted
<b>Number / Breadth of Partnerships (training providers and schools), including locations</b>	Internal	Salesforce – Input by recruitment team. Source is Participants and training providers	Termly	Redacted
<b>Satisfaction rates for Training Providers and Schools</b>	SPI4/22, SPI4/23	Partner survey	Twice a year; in Jan and July	Redacted
<b>Retention, Deferrals, Withdrawals, QTS and NQT status – per cohort by region and subject</b>	KPI1/22, KPI1/23, KP2/22, KPI2/23, KP3/22, KPI3/23	Salesforce - Input by Programme managers. Source is participants	Monthly	Redacted
<b>Participant data via onboarding survey</b>	SPI3/22, SPI3/23	Onboarding Survey (Form Assembly / Salesforce)	Annually	Redacted
<b>Participant satisfaction rates</b>	SPI3/22, SPI3/23	Cohort Survey (Form Assembly/ Salesforce)	Quarterly	Redacted Redacted
<b>Additionality and Added Value</b>	SPI6/22, SPI6/23	Cohort Survey (Form Assembly/ Salesforce)	Quarterly	Redacted
<b>Event Evaluations</b>	Internal	Salesforce - entered by	Monthly	Redacted

		programmes team		Redacted
<b>Participant exit review</b>	SPI2/22, SPI2/23	Exit Survey (Form Assembly/ Salesforce	On exit for withdrawals, annually otherwise	Redacted Redacted
<b>Staff wellbeing, motivation, satisfaction, progression</b>	Internal	People Survey	Bi-Annual	Redacted
<b>Diversity, Retention, Working patterns, Length of Service</b>	Internal	HR System	Annual	Redacted
<b>Training log</b>	Internal	Training and HRsoftware	Bi-annual	Redacted
<b>IT Service</b>	Internal	IT ticket system	Monthly	
<b>Complaints from Participants and Candidates</b>	Internal	Salesforce	Monthly	Redacted

Data is gathered from a range of sources to ensure its accuracy and validity and held in our CRM, Salesforce. We use reports and dashboards to support day-to-day operations and monthly reviews. Comparisons to previous years are used to identify trends, anomalies and areas for improvement.

Data is collected and stored in line with Data Protection law. All employees and contractors complete Data Protection training and comply with our Data Protection Policy. Our Privacy Statement is on our website. Our Cyber Essentials certificate is renewed annually. Data is kept in chronological order, can be audited and kept for 7 years. Monthly Data Audits review elements of our Data Protection framework and ensure all data is protected and used responsibly.

To support performance management, we will recruit a Data, Systems & Insight Manager to evaluate and plan research, support continuous improvement and measure impact. They will make best use of existing systems and identify enhancements to improve reporting and performance monitoring.

2)

We use Salesforce to manage Candidates through the process from Expression of Interest to interview, matching, and if successful, as a Participant. Dashboards help us to actively monitor the pipeline to identify when we need to increase marketing to support recruitment and accurately predict final cohort numbers. We have several years' worth of data to understand the conversion pipeline and how many EOIs lead to applications and successful Participants placed.

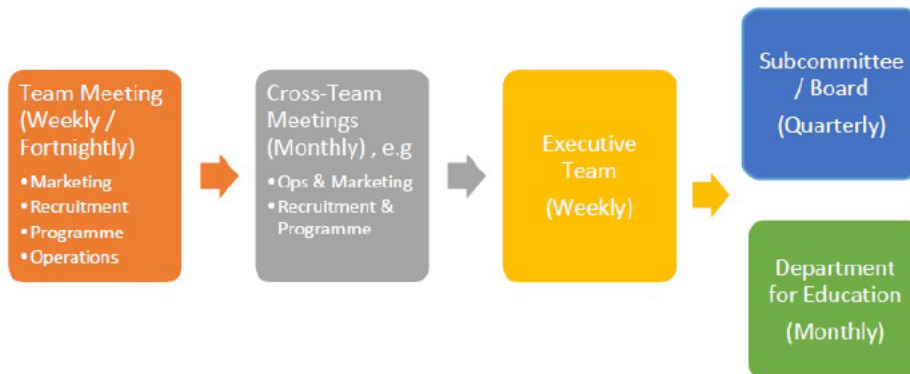
Candidates and Participants have dedicated Now Teach contacts to help them at each stage of the journey. Redacted

Redacted

We also use Salesforce for Customer Relationship Management, to manage communication with our cohort and partners and monitor touch points and levels of engagement. This enables strong relationships and lines of communication beyond the life of the programme, as they become established teachers, so we can engage with them as alumni and ambassadors.

3)

Our clear governance structure allows for accountability and ownership across teams, with clear escalation routes.



Teams have ownership and responsibility for managing and monitoring delivery and input to annual targets agreed with the Board. We use dashboards on Salesforce to create a live view of performance and understand the efficacy of our work against key metrics. Directors discuss progress, risks and mitigations in weekly Executive Meetings and report quarterly to the Board. Data and insights are logged on our Risk Register and/or Continuous Improvement Plan to record learnings and actions. We have Board sub-committees that meet 3-4 times per year to provide additional scrutiny against targets and manage risk.

The Executive Director and Operations Director report monthly to the DfE on progress and performance against KPIs.

The **Executive** is led by Clare Geldard, who has over 20 years' leadership experience in growing voluntary sector organisations, and has led Now Teach to outperform its existing DfE contract. Clare has overall responsibility for the contract and reporting to DfE and the Board.

Redacted

Redacted

Redacted

Redacted

We have an experienced Board with a breadth of experience in education leadership, charity governance and commercial strategy, including:

- **Graeme Danton (Chair):** Leadership and charity governance, including Executive roles at Teach First and Samaritans

- **Victoria Tillbrook** (Treasurer, Chair - Finance & Risk Committee): Partner at PWC, providing commercial finance and risk experience
- **Lucy Heller**: a decade of experience as CEO of multi-academy trust, Ark
- **Sonya Branch**: General Counsel at Bank of England with experience in charity governance, risk and compliance
- **Graham Elton** (Chair - Nomination & Remuneration Committee): Strategy and operations, Partner at Bain & Company

We have additional support from Education Advisors including Professor Sam Twistleton (Sheffield Hallam University) and strong sector relationships through membership of organisations such as the Fair Education Alliance

#### 4) Service continuity plan included as Annex D

##### ANNEX D - SERVICE CONTINUITY PLAN

**Redacted**

#### 5)

In addition to the four-year DfE contract financial plan, we develop annual budgets to plan spend and identify voluntary funding required to enhance delivery.

We review income and expenditure monthly through Management Accounts and reforecast bi-annually to provide a clear view of our financial position. The Operations team review expenditure with budget holders monthly to ensure there are good financial controls in place and teams spend accurately and appropriately.

We report our financial position quarterly to the Finance & Risk Committee (FRC) and the Board, where we also review our reserves and the accuracy of our financial planning. Our financial review cycle is as follows:

<b>July</b>	Draft Budget approved by FRC and Board; fundraising target agreed
<b>September</b>	Final Budget and Year End position confirmed
<b>January</b>	Budget Reforecast
<b>April</b>	Budget Reforecast

The FRC consists of:

- Sonya Branch
- Victoria Tillbrook
- Graham Danton

To support good financial governance and controls, we have the following policies in place:

- Financial scheme of delegation
- Fraud policy
- Ethical fundraising
- Expenses gifts and hospitality

Our scheme of delegation outlines financial limits on spend and procurement guidelines. Our financial controls include use of a Purchase Order system that allows for financial approvals and accurate matching of Purchase Orders to Invoices. New supplier details are validated, and all payments have dual approval to avoid fraud and provide financial scrutiny.



We appoint an external auditor on an annual basis to complete our accounts and provide external scrutiny of our financial controls.

6)

Over the past five years, we have refined our processes, delivery approach and systems to ensure delivery of a high quality but cost-effective programme. We have a culture of improvement, reflected in the way we work together and in our values: Adaptable, Committed, Responsible and Honest.

Our Continuous Improvement Plan is informed by:

- 1) Surveys to understand equality and diversity, **Redacted**
  - i) **Redacted**
  - ii) **Redacted**
  - iii) **Redacted**
  - iv) **Redacted**
- 2) Partner surveys: to gather and action feedback, identify added value, and establish barriers/challenges
- 3) Annual review by each team on process, data, delivery and strategic planning
- 4) Annual objective setting with inputs from team and sign-off by Board with focus on continuous improvement; reviewed quarterly
- 5) Away Days, held three times a year, to enable collective review and strategy development
- 6) Monthly All Staff team meetings to spotlight on each other's work and offer opportunities to improve practice

Outcomes from these activities enable us to:

- Identify and capture best practice/emerging trends
- Capture data on equality and diversity of programme
- Identify where cost, quality, efficiency could be improved
- Gather and action feedback

We have made several improvements to our process in the past 12 months, including:

- **Redacted**  
Adopting systems to support high-quality delivery of our programme, including use of online meeting software and survey tools
- Investing in Salesforce to improve data, reporting and automation, e.g., Candidate and Participant communications
- **Redacted**
- Streamlining internal operating processes (e.g., Finance, HR) and developing People Strategy to ensure appropriateness and effectiveness for growth

### 3.2 Implementation and Resourcing

#### Technical Information Required

Please provide your Implementation Plan; your Risk Management Plan and your Resource Plan for the Programme demonstrating how you will meet the Service requirements set out in paragraph 14 of the Specification and Conditions of Contract Schedule 5

Your response should cover the following criteria and include supporting evidence and rationale:

**1) Implementation Plan** covering the Mobilisation Period and the Initial Contract Period.

Please include commentary to provide the Authority with assurance that the Programme will be delivered in line with the timescales and requirements in the Specification.

Please upload as **Annex E** your Implementation Plan in Microsoft Excel format. This should include critical path milestones, assumptions, dependencies, and any contingency arrangements.

*Note: In order to clearly illustrate the critical path, you may include an image within Annex E.*

Please name this document as follows:

**Career Changers Annex E [your company name] (e.g. ABC Ltd)**

**2) Risk Management Plan.**

Please include commentary to describe your risk management approach

Please upload as **Annex F** (using the template provided in Jaggaer) your Risk and Assumptions Log (Risk Management Plan) in Microsoft Excel format. This should include your risk and assumptions log with likelihood and impact of risk materialisation and countermeasures and contingency activity included.

Please name this document as follows:

**Career Changers Annex F [your company name] (e.g. ABC Ltd)**

**3) Resource Plan.**

Please detail the resources required to support your delivery model demonstrating how you will meet the Service requirements set out in paragraph 14 of the Specification. Please include as commentary the underpinning assumptions that support your staff resource plan, and the processes and timescales for undertaking recruitment to each role. Please include in your response any assumptions you are making regarding potential TUPE.

Please upload as **Annex G** (using the template provided in Jaggaer) the names and roles of key members of the leadership team that will be used to deliver the Programme including any key supply chain partners where applicable. These individuals will be listed as Key Contractor Staff in Schedule 7 of the Contract.

Please name this document as follows:

**Career Changers Annex G [your company name] (e.g. ABC Ltd)**

Please upload as **Annex H**, your anticipated organisational chart indicating numbers of FTE staff, locations, responsibilities and reporting lines.

Please name this document as follows:

**Career Changers Annex H [your company name] (e.g. ABC Ltd)**

**A response to this question is limited to 1500 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

**Note:** Format requirements and word limits do not apply to Annexes E , F , G and H

**Now Teach Response [1,402 words]**

**1)**

As an established organisation in this market with a strong brand and established processes, we are well positioned to achieve the cohort size and retention KPIs and SPIs outlined in the contract. Redacted



As such, beginning attraction activity early and leveraging existing pipeline and brand recognition will be imperative, particularly to attract those who haven't previously considered teaching.

**Delivery team:** we already have many of the people required to deliver the contract, the majority of whom have been in post for over 12-months so understand the organisation and process

**National brand recognition:** we have worked extensively to develop our brand nationally since 2016 and will leverage this to attract teachers beyond our current regions. Our Co-Founder, Lucy Kellaway, has excellent personal brand recognition and was recently awarded an OBE for services to charity and education. A book about her experiences as a recent Career Changer into teaching was published and serialised in the *Daily Mail* in July 2021, driving national PR, ready for national launch in Autumn 2021. We are the leader in our field and are regularly invited to speak at large events and provide comment on topical issues

**Candidates:** we have a talent pool of over

Redacted

unique Expressions of Interest for teaching across the UK and can start finding and placing teachers in the regions where we don't currently operate.

**Partnerships:** we have established relationships with Redacted, and would build this base to extend our reach nationally. These partnerships reflect the Redacted

**Programme:** our Programme team has supported over 500 Participants (including 2021 cohort) and alumni into teaching, supporting them to maximise their added value in classrooms. We have developed resources and a support framework that is both effective and cost effective, leveraging existing resources and experience. We have refined the handover process from recruitment to ensure an effective onboarding experience to help Participants make the best start possible.

**Management Information:** we have robust reporting mechanisms in place to monitor the performance of the contract and provide regular dashboard reports to the Department from the offset

**Impact:** we have commissioned Redacted to evaluate our impact and to establish impact reporting processes to understand our impact in the short, long and medium term. We have several years' worth of data with cohorts that have been teaching for up to four years to evaluate the added value they bring.

## ANNEX E - IMPLEMENTATION PLAN

Redacted

2)

As an established organisation with a track record for delivery, we have an informed understanding of the potential risks associated with attracting, recruiting and supporting experienced Career Changers into teaching, and have approaches for how to mitigate.

We have outlined the most significant project risks in Annex F, which will be incorporated into our organisational risk register - owned by our Operations Director and reviewed regularly by the Executive. The Risk Register is also reviewed quarterly by the Finance and Risk Committee (FRC) on behalf of the Board of Trustees, who provide advice and scrutiny, and hold ultimate accountability for the organisation's risk and mitigations. Our FRC consists of Sonya Branch, Victoria Tillbrook and Graeme Danton, who are all senior executives with extensive experience of risk, compliance and charity governance.

We maintain a strong working relationship with our former parent company Ark, to provide additional support and contingency. We have an extensive network within the education and charity sectors and an experienced set of advisors to draw on for advice and support.

To ensure effective monitoring of both Implementation and Risks, the Operations Director will maintain an updated project plan including a RAG rating of progress which will be reviewed in Executive Team meetings and circulated to the Now Teach Board quarterly.

Teams at all levels of Now Teach meet regularly for the purposes of delivery and programme control, including:

- **Weekly Executive meetings:** review programme performance data, partnership relationship status, project delivery plan and recruitment progress;
- **Weekly All-Staff Team Meetings:** to keep in touch on priorities
- **Monthly All-Staff Team Meetings:** to share progress, identify areas of dependency and collaboration and problem solve as an organisation

In addition, we have regular team meetings and cross-team meetings to ensure good lines of communication, prioritisation and workload management within and between teams. In our recent Staff Survey, 95% of our staff knew what was expected of them and 89% were clear on Now Teach's vision and their role in achieving it. We have an open and collaborative culture where nobody needs to wait until a specified time to escalate important issues as demonstrated by 95% of staff believing their line manager listens and values their opinions. While working remotely during COVID-19 lockdowns, we have daily updates and several online channels to stay connected and work effectively together. We use these regular contact points to identify risks early and share a collective responsibility for mitigation.

#### ANNEX F - RISK AND ASSUMPTIONS LOG

Redacted

3)

We already have key staff in place, most of whom have been in post for 12 months or more, so we able to start work immediately.

The team is organised into functions (outlined below), and governance levels include:

- **Now Teach Board:** providing governance and scrutiny and review against progress
  - **Finance & Risk Committee:** meets quarterly to review detailed programme progress, feedback, finances and risk.
  - **Nominations & Remuneration Committee:** meets three times per year to review trustee appointments, executive pay, staff pay awards and areas related to People / HR.
- **Executive Team (in Green):** providing day-to-day accountability for organisation performance.
- Redacted

The Board and Subcommittees delegate authority to the Executive Director and Executive Team based on documented delegations.

# Redacted

Redacted

1. Redacted

2. Redacted

3. Redacted

4. Redacted

In addition to those staff who are funded through the contract, we will also draw on the skills and experience of the wider team to support delivery of the Career Changers programme. This will create additional value for the Authority and offer a more cost-effective programme.

Our team will scale up and ramp down over the period from September 2021 to September 2025 in line with contract milestones to ensure we are an effective but lean organisation.

Redacted We will follow equality, diversity and inclusion principles to ensure that our recruitment processes are robust and fair. We have recently developed our People Strategy, identifying our strengths and areas for development in staff recruitment, development and retention. Redacted

We will also intend sign up to the Disability Confident Employer Scheme to provide a greater focus on how we support Candidates and staff with visible and hidden disabilities.

## ANNEX G - LEADERSHIP TEAM



Annex G -  
Leadership Team v1.0

## ANNEX H - ORGANISATION CHART

Redacted

### 4.0 Theme: COVID-19 Recovery

**Policy Outcome: Helping Local Communities to Manage and Recover from the Impact of COVID-19**

For each question below please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome above and the Award Criteria for each question.

Your response to each question should include:

- 1) your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- 2) a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
  - timed action plan
  - use of metrics
  - tools/processes used to gather data
  - reporting
  - feedback and improvement
  - transparency
- 3) how you will influence staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

### 4.1: Improvements to Workplace Conditions (50%)

#### Information Required

Please set out the measures you will take during the Contract Period to deliver improvements to workplace conditions that support the COVID -19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.

Your response should include activities that demonstrate and describe your existing or planned:

- 1) Understanding of the need for improvements to workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.

- 2) Engagement plans to engage the contract workforce in deciding the most important workplace conditions to address.
- 3) Actions to improve contract workplace conditions that support the COVID-19 recovery effort including those worst affected or who are shielding. *Illustrative examples: effective social distancing; remote and flexible working; sustainable travel solutions; opportunities and expectations of staff training; and awareness raising on health and wellbeing for the contract workforce, including around loneliness and isolation caused by COVID-19.*
- 4) Methods to measure staff workforce conditions over time and adapt to any changes in the results, with clear processes for acting on issues identified.

Please upload as **Annex I** your project plan to support this response. Please name this document as follows:

**Career Changers Annex I [Your company name] (e.g. ABC Ltd)**

**A response to this question is limited to 750 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

**Note:** Format requirements and word limits do not apply to Annex I.

### **Now Teach Response [739 words]**

Our priorities for workplace conditions are:

- Keeping our workforce safe and healthy – whether in an office, shared working environment or at home
- Ensuring our people feel safe and comfortable – and ensuring they are offered options to manage their personal risk and circumstances, including sustainable travel and remote working options, especially for those at risk of and impacted by COVID-19

Improvements to workplace are centred around action we took in March 2020 to move to a virtual first approach, acting prior to government advice.

All staff work remotely, primarily from home, to support the key themes of social distancing, sustainable travel and offering flexibility for our staff to manage their wider commitments. We have dedicated extra resources and focus on health and wellbeing. The team were actively engaged in developing this support via working parties and staff engagement activities – including surveys and team discussions. We also:

- Offer additional home working equipment
- Share good practice guidance on office set-up, as well as taking breaks, physical activity and mental health.

These actions are measured internally and reported on to the Board of Trustees. We will also be proactive in communicating our approach to partners in the education system and via social media, sharing good practice. We have won several awards for our culture and working practice in the last year.

In the short to medium term, we will maintain hybrid working – where our staff can choose whether to work with colleagues face to face or from home. Our staff have access to flexible office memberships to work by themselves or with colleagues. We have a membership with office premises around the country, so every staff member has good quality office facilities available within short travelling distance for convenience and safety. When we have face-to-face meetings, we choose venues which enable social distancing and encourage use of lateral flow tests to curb the spread of COVID19. We will proceed with caution, taking into consideration not only government advice, but vaccination rates and those most affected by and at risk from COVID-19. These actions were proposed by the working party and shared with our Board of Trustees.



We are proud that 7 of our 19 staff (37%) work part time and flexibility is cited as one of the best things that Now Teach offered as an employer. 100% of our workforce in our latest People Survey stated they were proud to work for Now Teach. We are aware of our role in influencing the wider system on flexible working and demonstrating to ITT providers and schools how this aids teacher retention. By moving our programme to virtual delivery, our employees do not travel to schools/ training providers and our cohort members don't travel any more than they need to for their roles in school. This supports social distancing, remote working and sustainable travel solutions. Our role in the DfE Flexible Working Group allows us the opportunity to share our learning, contribute to high quality resources and guidance, as well as learn from others to continually improve.

To ensure our team, especially those most impacted by COVID-19, continue to receive professional development whilst working remotely, we will continue to:

- promote regular professional development conversations with managers
- offer training virtually through access to an Online Learning Platform.
- offer personal development budgets for staff

We secured corporate funding to enable two of our team to complete Diplomas online. We will develop a Line Manager toolkit including guidance on managing remote teams, effective feedback and supporting team wellbeing.

Over the past 18 months, we have introduced several initiatives to support health and wellbeing of our staff and address loneliness, including:

- Buddy system to enable staff to build relationships and connections beyond their immediate team
- Introducing 'Working from Home' channel on Teams to share tips on health and wellbeing, as well as have an informal channel to engage with colleagues
- Virtual socials during and outside the working day
- Celebrating birthdays and other life milestones

Health and wellbeing are regularly discussed at the Executive Team and Monthly All Staff meetings to ensure there is an open dialogue.

We run an annual People Survey and will launch a bi-annual pulse check. We run shorter surveys on key areas such as ways of working and wellbeing. We have an employee working party for 'ways of working'. We report on People metrics to the Board at least twice a year, and review COVID-19 risks as part of our Finance & Risk Committee Meetings.

## ANNEX I - PROJECT PLAN



Annex I - Project  
Plan v1.0

4.2: Health and Reduced Demand on Public Services
Information Required
Please set out the measures you will take during the Contract Period to deliver support for the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services.
Your response should include activities that demonstrate and describe your existing or planned:

- 1) Understanding of the level of participation by organisations to drive business creation and growth, especially in the context of COVID-19 where new ways of working are needed to deliver services.
- 2) Plans to engage the contract workforce in deciding the most important issues to address and description of how the organisation will respond to and monitor delivery of the agreed actions.
- 3) Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the [Guide for line managers on recruiting, managing and developing people with a disability or health condition](#).
- 4) Actions to invest in the physical and mental health<sup>7</sup> and wellbeing of the contract workforce, especially in the context of COVID-19, including reducing the demand on health and care services. *Illustrative examples: implementing the 6 standards in the [Mental Health at Work](#) commitment; where appropriate implementing the mental health enhanced standards, for companies with more than 500 employees, in [Thriving at Work](#) with respect to the contract workforce, not just 'following the recommendations'; staff training and awareness raising on health and wellbeing for the contract workforce, including around loneliness.*
- 5) Methods to measure staff physical and mental health and wellbeing engagement over time and adapt to any changes in the results.
- 6) Commitment to report publicly on the health and wellbeing of staff comprising the contract workforce (including the supply chain), following the recommendations in the [Voluntary Reporting Framework](#), with clear processes for acting on issues identified.

Please upload as **Annex J** your project plan to support this response. Please name this document as follows:

**Career Changers Annex J [Your company name] (e.g. ABC Ltd)**

**A response to this question is limited to 750 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.**

**Note:** Format requirements and word limits do not apply to Annex J.

### **Now Teach Response [738 words]**

During the Contract Period, we will support the physical and mental health of people affected by COVID-19 by:

- Having a virtual first approach to all delivery, impacting both our staff and all Candidates and Participants
- Ensuring that our recruitment practices are inclusive and flexible
- Developing a toolkit for our managers
- Committing to report on health and wellbeing publicly
- Regularly measuring health and wellbeing
- Offering health and wellbeing support to our staff and Participants
- Actively engaging with staff and Participants to ensure their feedback is both heard and acted on.

Our offer to Candidates and Participants is primarily delivered virtually. We ensure each member of staff can work effectively remotely. Although there are opportunities for both staff and Participants to have additional in person events, working and meetings, these are not core to our delivery. We have

<sup>7</sup> The [Mental Health at Work](#) website includes documents, guides, tips, videos, courses, podcasts, templates and information from key organisations across the UK, all aimed at helping employers get to grips with workplace mental health.

always offered flexibility for our staff and Participants in terms of hours and location, but the pandemic has further embedded flexibility and made it a cornerstone of our working practice.

We will continue to make our recruitment practices more inclusive and flexible by using video interview software to make hires for our core team – enabling us to broaden those involved to make for better decision making and enabling more diverse Candidates to participate.

We adapted our practices to ensure a hearing-impaired colleague was able to work effectively, and we are signing up as a Disability Confident Employer as an opportunity to further review and develop actions to support disabled applicants and staff.

Further, we are working with **Redacted** and other Diversity and Inclusion partners as thought leaders on ageism within the education sector. We will continue to disseminate what we learn to improve diversity within schools and Providers.

100% of our staff believe that Now Teach supports their wellbeing. We encourage physical and mental wellbeing, including sharing online fitness classes, encouraging lunchtime and morning breaks and walking meetings. Our Mental Health First Aider acts as a champion for both staff and Participants, sharing good practice and being available for individuals or managers who need additional help or advice. We provide confidential counselling for staff when they need it. We have excellent line manager relationships with 95% of our people believing their line manager values their opinions, 80% are confident about discussing workload and wellbeing with their line manager and 95% believe they know what is expected of them.

Over the next six months, we will implement the six standards in the Mental Health at Work commitment, offer staff further training on mental and physical health and wellbeing, including around loneliness, and develop a Line Manager Toolkit to encourage best practice. We are committed to voluntarily and publicly reporting on this via our Annual Report.

We currently measure indicators of staff health and wellbeing on an annual basis but will add a Pulse Survey every 6 months by the end of this year.

We actively listen to our staff and Candidates/Participants e.g., some of our staff wanted a COVID-19 safe way of working locally in groups to combat loneliness and we provided an optional flexible office membership; some of our current Participants want flexible, local options to meet in person in 2021/22, so we are facilitating this.

During the pandemic, many people reflected on what they do and how to make best use of their skills and experiences to help others. **Redacted**

**Redacted** Further still, bringing more teachers into the classroom, particularly with their wider experiences, will be essential to getting our education outcomes back on track, supporting young people who have been disproportionately affected by lockdown closures on their learning and opportunities. This fully supports “Build back better”. Having the added value of our Now Teachers in the classroom will be more important than ever to help catch-up, particularly with their potential skills from previous careers in crisis and risk management.

We are proud of these awards from the last 12 months:

Won	Nominated
Escape the City Top 100 2020	Working Mums Innovative Practice
Personnel Today Awards Excellent in Public Service HR 2020	NASBTT Innovative institution
Working Mums Top Employer Awards	RADS offline literature
2019 - SME Award & Innovation in Flexible Working	In-house Recruitment Awards 2019 - Recruitment Team: Not-for-Profit
BreatheHR Culture Awards 2021	

**ANNEX J - PROJECT PLAN**



Annex J - Project  
Plan v1.0

## **SCHEDULE 16**

### **RECORDS PROVISION AND MANAGEMENT INFORMATION**

#### **1. Reports**

- 1.1. The Authority may require any or all of the following reports:
  - 1.1.1. delay reports;
  - 1.1.2. reports which the Contractor is required to supply as part of the Management Information (including those set out at Annex 1);
  - 1.1.3. annual reports on the insurances as referred to in Clause 19.10;
  - 1.1.4. security reports;
  - 1.1.5. Force Majeure Event reports.
  - 1.1.6. Financial Reports (including those set out at Schedule 13 (Financial Reports and Audit Rights); and
  - 1.1.7. any other additional reports which are reasonably required by the Authority in order to assist in the monitoring and evaluation of the likely effect of any proposed policy development of the Services.

#### **2. Records**

- 2.1. The Contractor shall retain and maintain all the records (including superseded records) referred to in paragraph 2 and Annex 1 (together "Records"):
  - 2.1.1. in accordance with the requirements of the National Archives' Records Management Code and Good Industry Practice;
  - 2.1.2. in chronological order;
  - 2.1.3. in a form that is capable of audit; and
  - 2.1.4. at its own expense
- 2.2. The Contractor shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 2.3. Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.
- 2.4. The Contractor shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 2.5. Records that contain financial information shall be retained and maintained in safe storage by the Contractor for a period of at least seven (7) years after the expiry or termination of this Agreement.

#### **3. Provision of Management Information**

- 3.1. The Authority may:
  - 3.1.1. Use and share with:
    - 3.1.1.1. any Crown Body
    - 3.1.1.2. any other Contracting Authority
    - 3.1.1.3. any other third party as may be agreed by the Authority and the Contractor from time to time (such Contractor's agreement not to be unreasonably withheld); and/or



3.1.2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted)

any Management Information supplied to the Authority for the Authority's normal operational activities, including but not limited to administering this Contract, monitoring public expenditure, identifying savings or potential savings, and planning future procurement activity.

3.2. The Contractor agrees to provide electronically encrypted and timely MI Reports to the Authority which incorporates the data listed in Table 1 below, in the correct format, and which the Contractor represents and warrants are full, accurate, complete and validated as at the date of provision to the Authority.

**Table 1.**

MI Report Title	Management Information Required	Frequency
Monthly Performance Return	<ul style="list-style-type: none"> <li>• Narrative recruitment and retention overview highlighting progress and issues arising during previous month;</li> <li>• The forecast and actual number of applications, unsuccessful applications, offers, acceptances, withdrawals, and deferrals per cohort by region, subject and phase i.e. secondary, primary, early years.</li> <li>• Forecast and actual number of Participant starts on Y1 of the Programme per cohort by region, subject and phase.</li> <li>• Forecast and actual number of Y1 Participant retentions, withdrawals and deferrals per cohort by region, subject and phase</li> <li>• The forecast and actual number of Participants achieving QTS by region, subject and phase.</li> <li>• Forecast and actual number of Y2 Participant completions, withdrawals, and deferrals per cohort by region, subject and phase</li> <li>• The number and type of Participant complaints with analysis of trends and themes and management action plans to reduce future occurrences. (Where a complaint may cause reputational damage to the Authority this should be reported within 3 Business Days)</li> <li>• Performance against Implementation Plan in accordance with Schedule 5, paragraph 4</li> </ul>	10 <sup>h</sup> Business Day on a Monthly basis

	<ul style="list-style-type: none"> <li>• The performance and management of Sub-Contractors (including Cohort performance against KPIs and SPIs)</li> <li>• The status of any outstanding PIP and progress against its actions.</li> <li>• Performance against Service Levels, a summary of all Service Level failures, details of Critical Service Level Failures, for repeat failures the actions taken to resolve the underlying cause and prevent recurrence, such other details that the Authority may need from time to time</li> <li>• Relevant particulars of any aspect of Contract obligations that the Contractor has not met</li> </ul>	
Quarterly Performance Return	<ul style="list-style-type: none"> <li>• Performance against KPIs and SPIs with supporting narrative.</li> <li>• Participant Satisfaction Rates and a summary of the findings of Participant Exit Reviews</li> <li>• Narrative on progress towards key Service deliverables within Schedule 15 (Contractor's Solution)</li> <li>• Updated Risk Management Plan</li> <li>• Names and UKPRNs of accredited Initial Teacher Training providers; Names and URNs of partner schools; Number of schools; Type of schools and location of schools.</li> <li>• A summary of the Contractor's performance against obligations to pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice</li> <li>• Spend against the marketing budget</li> </ul>	10 <sup>h</sup> Business Day of February, May, August & November each year
Annual Review Report	<ul style="list-style-type: none"> <li>• Strategic Review of Programme – commentary on the overall progress and impact of the Programme, key lessons learned and value added</li> <li>• For each KPI and SPI the actual performance achievement by Cohort</li> </ul>	Annually on the 10th Business Day of November

	<ul style="list-style-type: none"> <li>• School Satisfaction Rates and a summary of feedback from School Satisfaction Surveys</li> <li>• Participant Diversity Information including Gender, Age, Ethnicity and Disability</li> <li>• Details of the number of Participants per Cohort who had not previously considered teaching as a career</li> <li>• Details of the number of years a Participant spent in their previous career</li> <li>• Details of a Participant's seniority level in their previous career</li> <li>• The Service Credits to be applied by Cohort</li> <li>• For each Service Level the actual Performance over the Service Period</li> <li>• A summary of all Service Failures that have occurred by Cohort.</li> <li>• A summary of all the Critical Service Level Failures that have occurred during the Service Period</li> <li>• Provision of evidence of Cyber Essentials Certification in accordance with Schedule 8 – Annex 1</li> <li>• Financial information in accordance with the provisions set out in Clause 23 and Schedule 3</li> <li>• Details of the wages, salaries, bonuses and profit-sharing arrangement as applicable in respect of all Contractor Staff</li> <li>• Marginal costs information, which is all costs including financial and time costs which the Contractor would have incurred to achieve one extra Outcome from each Cohort from which it has achieved an Outcome in the preceding 12 months</li> </ul>	
--	--	--

Get Into Teaching Dataset	<ul style="list-style-type: none"> <li>For Candidates* who have consented to share their data with the “Get Into Teaching” service details of First Name; Last Name; Date of Birth, Address, Post Code, Telephone number; Email address; Degree Stage, Degree Subject and Degree Class</li> </ul> <p>*This should include details of unsuccessful Candidates, those that withdraw their applications, those who register interest but don’t apply, and any for whom mainstream ITT may be a more suitable option</p>	At least Monthly
Service Continuity Plan	<ul style="list-style-type: none"> <li>In accordance with the provisions set out in Schedule 18</li> </ul>	Within forty (40) Business Days of the Effective Date and reviewed then at least six (6) monthly thereafter
Continuous Improvement Plan	<ul style="list-style-type: none"> <li>In accordance with the provisions set out in Schedule 17</li> </ul>	Within three (3) Months of Service Commencement and reviewed quarterly thereafter.
Draft Exit Plan	<ul style="list-style-type: none"> <li>In accordance with the provisions set out in Clause 27</li> </ul>	Within three (3) months of the Effective Date and reviewed each year thereafter in the month of the Effective Date
Ad Hoc	<ul style="list-style-type: none"> <li>Any further information as the Authority may reasonably request</li> </ul>	Immediately on request, unless otherwise agreed by the Parties.

- 3.3. The Authority may from time to time make changes to the data it requires the Contractor to provide in an MI Report including to the data required or the format of the report and notify such changes to the Contractor in accordance with the Change Control Procedure. The Authority shall give notice in writing of any such change to the MI Reports and shall specify the date from which such changes to the content or format of the MI Reports shall be effective which date shall be at least thirty (30) calendar days following the date of the notice.
- 3.4. If the Authority changes the data required or format of the MI Report at any time, then the Contractor agrees to provide all future MI Reports in accordance with such notification.
- 3.5. The Authority may provide the Contractor with supplemental guidance for completing the MI Reports or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Contractor agrees to complete the MI Reports in accordance with any such guidance.

- 3.6. The Authority shall have the right from time to time (on reasonable written notice) in accordance with the Change Control Procedure, to amend the nature of the Management Information which the Contractor is required to supply to the Authority.
- 3.7. The Authority is entitled to require the Contractor to provide any information and / or co-operate with any requests relating to or arising out of the Contract which the Authority might reasonably make.

#### **4. Frequency and Coverage**

- 4.1. All MI Reports must be returned to the Authority on or prior to the Reporting Date every month during the Contract and thereafter, until all transactions relating to the Contract have permanently ceased.
- 4.2. The MI Reports should be used (amongst other things) to report activity and transactions occurring during the Month(s) to which the MI Report relates
- 4.3. Unless otherwise notified to the Contractor by the Authority, the Contractor must return the MI Reports for each Month(s) even where there are no transactions to report in the relevant month (a “**Nil Return**”)
- 4.4. The Contractor must inform the Authority of any errors or corrections to the Management Information:
  - 4.4.1. in the next MI Report due immediately following discovery of the error by the Contractor; or
  - 4.4.2. As a result of the Authority querying any data contained in an MI Report

#### **5. Submission of MI Reports**

- 5.1. The Contractor acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to the Contract because Management Information is used by the Authority to inform Minister and strategic decision making.
- 5.2. Following an MI Failure the Authority may issue reminders to the Contractor or require the Contractor to rectify defects in the MI Report provided to the Authority. The Contractor shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Business Days following receipt of any such reminder.
- 5.3. The Contractor agrees to attend meetings between the Authority and the Contractor in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to other rights the Authority may have). If the Authority requests such a meeting the Contractor shall propose measures to ensure that the MI Failure(s) are rectified and do not occur in the future, The Authority and the Contractor shall document these measures and continue to monitor the Contractor's performance.



## **ANNEX 1 - RECORDS TO BE KEPT BY THE CONTRACTOR**

The records to be kept by the Contractor are:

1. This Contract, its Schedules and all amendments to such documents.
2. All other documents which this Contract expressly requires to be prepared.
3. Records relating to the appointment and succession of the Key Contractor Staff
4. All operation and maintenance manuals prepared by the Contractor for the purpose of maintaining the provision of the Services and the underlying ICT and Contractor Equipment.
5. Documents prepared by the Contractor or received by the Contractor from a third party relating to a Force Majeure Event.
6. All formal notices, reports or submissions made by the Contractor to the Authority in connection with the provision of the Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Contractor in relation to the provision of the Services.
8. Documents prepared by the Contractor in support of claims for the Charges.
9. Documents submitted by the Contractor pursuant to the Change Control Procedure.
10. Documents submitted by the Contractor pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
11. Documents evidencing any change in ownership or any interest in any or all of the shares in the Contractor and/or the Guarantor, where such change may cause a change of Control, including documents detailing the identity of the persons changing such ownership or interest.
12. Invoices and records related to VAT sought to be recovered by the Contractor.
13. Financial records, including audited and un-audited accounts of the Guarantor and the Contractor.
14. Records required to be retained by the Contractor by Law, including in relation to health and safety matters and health and safety files and all consents.
15. All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.
16. All other records, notices or certificates required to be produced and/or maintained by the Contractor pursuant to this Contract.

## **SCHEDULE 17**

### **CONTINUOUS IMPROVEMENT**

#### **1 GENERAL**

- 1.1 The Contractor shall, in accordance with this Schedule have an ongoing obligation throughout the Term to identify new or potential improvements to the Services that are being delivered to the Authority under this Contract, pursuant to which it shall regularly review with the Authority the Services and the manner in which it is providing the Services with a view to:
  - 1.1.1. reducing the Authority's costs (including the Charges); and
  - 1.1.2. improving the quality and efficiency of the Services.
- 1.2 The Contractor shall deliver to the Authority, within three (3) Months of the Service Commencement Date, a Continuous Improvement Plan which sets out full details of the review conducted pursuant to Clause 3.10.5.
- 1.3 The Contractor shall ensure that the information that it provides to the Authority within the Continuous Improvement Plan is sufficient for the Authority to decide whether any improvement to the Services should be implemented including (where applicable) whether any improvement would give rise to any addition to or reduction in the Charges or whether it could be implemented within the current pricing of this Contract. The Contractor shall provide any further information that the Authority requests in connection with any improvements to the Services identified by the Contractor.
- 1.4 Following the submission of the first Continuous Improvement Plan the Contractor shall regularly review, maintain and provide the Authority with an updated version of the Continuous Improvement Plan on a quarterly basis thereafter in accordance with Paragraph 2.5 of this Schedule.

#### **2 CONTINUOUS IMPROVEMENT**

- 2.1 The Authority is committed to the continuous improvement of Services.
- 2.2 Continuous improvements described in this Schedule 17 are subject to agreement by the Authority through the Change Control Procedure.
- 2.3 The Contractor must include in its Continuous Improvement Plan a programme of continuous improvement to the Services to be agreed with the Authority. The Contractor will ensure that the continuous improvement programme takes account of:
  - 2.5.1 the need to maintain and increase the levels of quality outputs;
  - 2.5.2 proven tools and methodologies that may be of financial or operational benefit to the Authority;
  - 2.5.3 procedures to ensure that the Services are, at all times, provided in accordance with good industry practice and which are at least comparable with the level of change and innovation generally being used by similar services
  - 2.5.4 any issues identified and resolved in respect of the Services, including lessons learned;
  - 2.5.5 the needs of the Participant; and
  - 2.5.6 feedback from Participants, schools and other stakeholder groups.
- 2.4 The Contractor will provide to the Authority in writing, at least on a quarterly basis, an update of the Continuous Improvement Plan for approval by the Authority in accordance with the procedures agreed.
- 2.5 The Contractor will work with the Authority and providers of similar services, to trial new processes and share best practice.

- 2.6 Without prejudice to any more specific requirements of the Contract relating to provision of information to the Authority by the Contractor, the Contractor will provide the Authority with advice, guidance and support on any issues relating to the provision of Services, when reasonably requested to do so.

## **SCHEDULE 18**

### **SERVICE CONTINUITY PLAN**

#### **1. SERVICE CONTINUITY PLAN**

- 1.1. The Contractor shall, at all times, ensure that it has appropriate business continuity arrangements in place for the delivery of the Services.
- 1.2. Within forty (40) Business Days from the Effective Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a draft Service Continuity Plan , which shall detail the processes and arrangements that the Contractor shall follow to:
  - 1.2.1. ensure continuity of the Services following any failure or disruption of any element of the Services; and
  - 1.2.2. the recovery of the Services in the event of a Disaster.
- 1.3. Following receipt of the draft Service Continuity Plan from the Contractor, the Authority shall:
  - 1.3.1. review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
  - 1.3.2. notify the Contractor in writing that it approves or rejects the draft Service Continuity Plan within twenty (20) Business Days (or such other period as notified by the Authority to the Contractor) after the date on which the draft Service Continuity Plan is first delivered to the Authority.
- 1.4. If the Authority rejects the draft Service Continuity Plan :
  - 1.4.1. the Authority shall inform the Contractor in writing of its reasons for its rejection; and
  - 1.4.2. the Contractor shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 1.3 and this Paragraph 1.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

#### **2. REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN**

- 2.1. The Contractor shall review and update the Service Continuity Plan (and the risk analysis on which it is based):
  - 2.1.1. on a regular basis and as a minimum once every six (6) months;
  - 2.1.2. within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 4;
- 2.2. The Contractor shall, within twenty (20) Business Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a "**SCP Review Report**") setting out:
  - 2.2.1. the findings of the review;
  - 2.2.2. any changes in the risk profile associated with the Services; and
  - 2.2.3. the Contractor's proposals (the "**Contractor's SCP Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review.
- 2.3. Following receipt of the Review Report and the Contractor's SCP Proposals, the Authority shall:
  - 2.3.1. review and comment on the Review Report and the Contractor's SCP Proposals as soon as reasonably practicable; and

- 2.3.2. notify the Contractor in writing that it approves or rejects the Review Report and the Contractor's SCP Proposals no later than twenty (20) Business Days after the date on which they are first delivered to the Authority.
- 2.4. If the Authority rejects the Review Report and/or the Contractor's SCP Proposals:
  - 2.4.1. the Authority shall inform the Contractor in writing of its reasons for its rejection; and
  - 2.4.2. the Contractor shall then revise the Review Report and/or the Contractor's SCP Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Contractor's SCP Proposals to the Authority for the Authority's approval within 20 Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted Review Report and Contractor's SCP Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.5. The Contractor shall as soon as is reasonably practicable after receiving the Authority's approval of the Contractor's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Contractor's Proposals.

### **3. TESTING OF THE SERVICE CONTINUITY PLAN**

- 3.1. The Contractor shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year).
- 3.2. The Contractor shall undertake and manage testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard.
- 3.3. The Contractor shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 3.4. The Contractor shall, within twenty (20) Business Days of the conclusion of each test, provide to the Authority a report setting out:
  - 3.4.1. the outcome of the test;
  - 3.4.2. any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
  - 3.4.3. the Contractor's proposals for remedying any such failures.
- 3.5. Following each test, the Contractor shall take all measures requested by the Authority, (including requests for the re-testing of the Service Continuity Plan ) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 3.6. For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Contractor of any of its obligations under this Agreement.
- 3.7. The Contractor shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

### **4. INVOCATION OF THE SERVICE CONTINUITY PLAN**

- 4.1. In the event of a loss of any critical part of the Service or a Disaster, the Contractor shall immediately invoke the business continuity and disaster recovery provisions in the Service



Continuity Plan . In all other instances the Contractor shall invoke the Service Continuity Plan elements only with the prior consent of the Authority.

**SCHEDULE 19**  
**CONTRACTOR'S TECHNOLOGY SOLUTION**

**1. Definitions**

1.1. In this Schedule, the following words shall have the following meanings and:

<b>"Authority Property"</b>	the property, other than real property and IPR, including the Authority System, any equipment issued or made available to the Contractor by the Authority in connection with this Contract;
<b>"Authority Software"</b>	any software which is owned by or licensed to the Authority and which is or will be used by the Contractor for the purposes of providing the Services;
<b>"Authority System"</b>	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	Non-customised software where the IPR may be owned and licensed either by the Contractor or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
<b>"Contractor System"</b>	the information and communications technology systems and software used by the Contractor in supplying the Services, including the COTS Software, the Contractor's equipment, configuration and management utilities, calibration and testing tools and related cabling;
<b>"Defect"</b>	<p>any of the following:</p> <ul style="list-style-type: none"><li>a) any error, damage or defect to the Contractor's System that affects the delivery of the Services; or</li><li>b) any error or failure of code within the software which causes any part of the Contractor's or Authority System to malfunction or to produce unintelligible or incorrect results; or</li><li>c) any failure to provide the performance, features and functionality specified by the Contractor (including any adverse effect on response times) regardless of whether or not it prevents the relevant part of the Contractor's System from passing any test required under this Contract; or</li><li>d) any failure of any part of the Contractor's System to operate in conjunction with or interface with any other part of the Contractor's or Authority System in order to provide the performance, features and functionality required to deliver the Services;</li></ul>
<b>"Emergency Maintenance"</b>	ad hoc and unplanned maintenance provided by the Contractor where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

<b>"ICT Environment"</b>	the Authority System and the Contractor System;
<b>"Licensed Software"</b>	all and any Software licensed by or through the Contractor, its Sub-Contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any COTS Software;
<b>"Maintenance Schedule"</b>	has the meaning given to it in paragraph 5 of this Schedule;
<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>"New Release"</b>	an item produced primarily to extend, alter or improve the Contractor System or any part of it by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) while still retaining the original designated purpose of that part of the Contractor's System;
<b>"Open Source Software"</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Operating Environment"</b>	means the Authority System and any premises (including the Authority Premises, the Contractor's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Services are (or are to be) provided; or</li> <li>b) the Contractor manages, organises or otherwise directs the provision or the use of the Services; or</li> <li>c) where any part of the Contractor System is situated;</li> </ul>
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 55.2 of this Schedule;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Contractor and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-Contractor or other third party on behalf of the Contractor) specifically for the purposes of

this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

## **2. Licensed software warranty**

### **2.1. The Contractor represents and warrants that:**

- 2.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software used by the Contractor (and/or any Sub-Contractor) which are necessary for the performance of the Contractor's obligations under this Contract;
- 2.1.2. all components of the Specially Written Software shall:
  - 2.1.2.1. be free from Defects, material design and programming errors;
  - 2.1.2.2. perform in all material respects in accordance with the Annex A of this Schedule; and
  - 2.1.2.3. not infringe any IPR.

## **3. Provision of the Technology Solution**

### **3.1. The Contractor shall:**

- 3.1.1. ensure that the release of any new COTS Software in which the Contractor owns the IPR, or upgrade to any Software in which the Contractor owns the IPR complies with the interface requirements of the Authority and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Authority three (3) Months before the release of any new COTS Software or Upgrade;
- 3.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Contractor are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 3.1.3. ensure that the Contractor System will be free of all encumbrances;
- 3.1.4. ensure that the Contractor System is fully compatible with any Contractor Software, Contractor System, or otherwise used by the Contractor in connection with this Contract;
- 3.1.5. minimise any disruption to the Services and the ICT Environment and/or the Authority's operations when providing the Services;
- 3.1.6. Correct any Defects as soon as practicable;  
Non-functional requirements:
- 3.1.7. ensure that the Technology Solution is fully scalable to meet current and future needs, without having any negative impact upon the performance (and user experience) of the solution;
- 3.1.8. have an understanding of non-functional requirements and build them into the Technology Solution i.e. volumetrics, usability, security, accessibility, interoperability, reliability, maintainability, availability, scalability, portability and compatibility;  
Accessibility:
- 3.1.9. ensure its Technology Solution meets industry standards for accessibility and is compliant with WCAG V2.1 to 'AA' Standard <https://www.w3.org/TR/WCAG21/> and ISO 9241-171:2008 (Ergonomics of human-system Interface);

- 3.1.10. ensure that the Technology Solution is compatible with the following 'Assistive Technologies': JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova.

#### Hosting

- 3.1.11. ensure the Technology Solution is hosted within the UK mainland, ensuring all development, management, support, processing and storage of Authority Data remains within the UK and in compliance with domestic standards. Hosting within the European Union (EU) is also acceptable, provided that the supplier can demonstrate its adherence to the Information Commissioner's Office's (ICO) regarding preparation for EU exit.

## 4. Audit

- 4.1. The Contractor shall allow any auditor access to the Contractor premises to:
  - 4.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 4.1.2. review any records created during the design and development of the Contractor System and pre-operational environment such as information relating to testing;
  - 4.1.3. review the Contractor's quality management systems relating to the Contractor's System including all relevant quality plans.

## 5. Maintenance of the ICT Environment

- 5.1. The Contractor shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Authority.
- 5.2. The Contractor shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 5.3. The Contractor shall give as much notice as is reasonably practicable to the Authority prior to carrying out any Emergency Maintenance.
- 5.4. The Contractor shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Services.

## 6. Intellectual Property Rights in ICT

### 6.1. Assignments granted by the Contractor: Specially Written Software

- 6.1.1. The Contractor assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Authority with full guarantee (or shall procure assignment to the Authority), title to and all rights and interest in the Specially Written Software together with and including:
  - 6.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 6.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 6.1.2. The Contractor shall:
  - 6.1.2.1. inform the Authority of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

- 6.1.2.2. deliver to the Authority the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority and the Authority shall become the owner of such media upon receipt; and
- 6.1.2.3. without prejudice to paragraph 6.1.2.2, provide full details to the Authority of any of the Contractor's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Contractor hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Contractor's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Authority to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 6.1.3. The Contractor shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Authority.

## **6.2. Licences for non-COTS IPR from the Contractor and third parties to the Authority**

- 6.2.1. Unless the Authority gives its approval the Contractor must not use any:
  - a) of its own Existing IPR that is not COTS Software;
  - b) third party software that is not COTS Software
- 6.2.2. Where the Authority approves the use of the Contractor's Existing IPR that is not COTS Software the Contractor shall grant to the Authority a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Services (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Term and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Contractor.
- 6.2.3. Where the Authority approves the use of third party Software that is not COTS Software the Contractor shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Authority on terms at least equivalent to those set out in Paragraph 6.2.2. If the Contractor cannot obtain such a licence for the Authority it shall:
  - 6.2.3.1. notify the Authority in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Contractor could seek to use; and
  - 6.2.3.2. only use such third party IPR as referred to at paragraph 6.2.3.1 if the Authority Approves the terms of the licence from the relevant third party.
- 6.2.4. Where the Contractor is unable to provide a license to the Contractor's Existing IPR in accordance with Paragraph 6.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 6.2.5. The Contractor may terminate a licence granted under paragraph 6.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes



a material Default which, if capable of remedy, is not remedied within twenty (20) Business Days after the Contractor gives the Authority written notice specifying the breach and requiring its remedy.

**6.3. Licences for COTS Software by the Contractor and third parties to the Authority**

- 6.3.1. The Contractor shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Authority on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 6.3.2. Where the Contractor owns the COTS Software it shall make available the COTS software to a Replacement Contractor at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 6.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 6.3 the Contractor shall support the Replacement Contractor to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 6.3.4. The Contractor shall notify the Authority within five (4) Business Days of becoming aware of any COTS Software which in the next thirty-six (36) Months:
  - 6.3.4.1. will no longer be maintained or supported by the developer; or
  - 6.3.4.2. will no longer be made commercially available

**6.4. Authority's right to assign/novate licences**

- 6.4.1. The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 6.2 to:
  - 6.4.1.1. a Central Government Body; or
  - 6.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.
- 6.4.2. If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in paragraph 6.2.

**6.5. Licence granted by the Authority**

- 6.5.1. Where applicable, the Authority grants to the Contractor a royalty-free, non-exclusive, non-transferable licence during the Term to use the Authority Software and the Specially Written Software solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in clause 16 (Confidentiality).

**6.6. Open Source Publication**

- 6.6.1. Unless the Authority otherwise agrees in advance in writing (and subject to paragraph 6.6.4) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Contractor shall also provide the converted format to the Authority) into a format, which is:
  - 6.6.1.1. suitable for publication by the Authority as Open Source; and
  - 6.6.1.2. based on Open Standards (where applicable),
- 6.6.2. and the Authority may, at its sole discretion, publish the same as Open Source.

- 6.6.3. The Contractor hereby warrants that the Specially Written Software and the New IPR:
- 6.6.3.1. are suitable for release as Open Source and that the Contractor has used reasonable endeavours when developing the same to ensure that publication by the Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Authority System;
  - 6.6.3.2. have been developed using reasonable endeavours to ensure that their publication by the Authority shall not cause any harm or damage to any party using them;
  - 6.6.3.3. do not contain any material which would bring the Authority into disrepute;
  - 6.6.3.4. can be published as Open Source without breaching the rights of any third party;
  - 6.6.3.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Authority to the Contractor; and
  - 6.6.3.6. do not contain any Malicious Software.
- 6.6.4. Where the Authority has Approved a request by the Contractor for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Contractor Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Contractor shall:
- 6.6.4.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Services based on IPRs which are to be excluded from Open Source publication; and
  - 6.6.4.2. include in the written details and information about the impact that inclusion of such IPRs or Services based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Authority's ability to publish such other items or Services as Open Source.

## 6.7. **Malicious Software**

- 6.7.1. The Contractor shall, throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 6.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.
- 6.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 6.7.2 shall be borne by the Parties as follows:
- 6.7.3.1. by the Contractor, where the Malicious Software originates from the Contractor Software, the third party Software supplied by the Contractor or the Government Data (whilst the Government Data was under the control of the Contractor) unless the Contractor can demonstrate that such

Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Contractor; and

- 6.7.3.2. by the Authority, if the Malicious Software originates from the Authority Software or the Authority Data (whilst the Authority Data was under the control of the Authority).

## ANNEX TO SCHEDULE 19

### SERVICE LEVELS

#### 1. DEFINITIONS

1.1 In this part, the following words shall have the following meanings:

<b>"Critical Service Level Failure"</b>	means a failure by the Contractor to meet any Service Level for a continuous period of 7 calendar days or a combined period of more than 14 days in a 28-day period
<b>"Service Levels"</b>	means the service levels set out in Table A of this Annex to Schedule 19
<b>"Service Level Failure"</b>	means a failure by the Contractor to meet the Service Level Performance Measure in respect of a Service Level
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in Table A of this Annex to Schedule 19

#### 2. SERVICE LEVELS

2.1 If the level of performance of the Contractor's System:

- 2.1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 2.1.2 is likely to cause or causes a Critical Service Level Failure to occur,  
the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:
- 2.1.3 require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure from taking place or recurring;
- 2.1.4 instruct the Contractor to comply with the Performance Improvement Plan Process;
- 2.1.5 if the Authority deems the Service Level Failure to be of a substantial level it can exercise its right to terminate for material default.

#### 3. PLANNED MAINTENANCE

3.1 The current planned maintenance times are as specified in the Contractor's latest Maintenance Schedule

#### 4. FAILURE TO MEET THE SERVICE LEVELS

- 4.1 The Contractor shall at all times meet the Service Level Performance Measure for each Service Level.
- 4.2 The Contractor acknowledges that any Service Level Failure shall entitle the Authority to the rights set out in Paragraph 1 of this Annex to Schedule 19.
- 4.3 The Contractor shall send MI Reports to the Authority detailing the level of compliance which was achieved against each Service Level Performance Criteria in accordance with the provisions of Schedule 16 (Records Provision and Management Information).

<b>Table A - Service Levels</b>
---------------------------------

<b>Service Level Performance Criteria</b>	<b>Service Level Reference</b>	<b>Description</b>	<b>Required Compliance (%) (Service Level Performance Measure)</b>
Contractor's System	CS1	The Contractor's System shall be made available 24 hours per day, fifty-two (52) weeks a year, except for agreed downtime and maintenance	99%
Maintenance and Upgrades	MU1	All essential scheduled maintenance and/or system upgrades to the Contractor's System shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday	95%
	MU2	The Contractor shall provide prior notification of maintenance and/or system upgrades to the Authority	100%
	MU3	Where applicable (e.g. on a website or app), a message shall be placed on the Contractor's System at least 2 weeks in advance of any maintenance or upgrade taking place, followed by subsequent reminders 48 and 24 hours prior to the maintenance or upgrade	95%
	MU4	When required the Contractor and Authority shall ensure any system maintenance/upgrades are tested via the Authority networks prior to the upgraded version release going live	100%
Correction of Defects	D1	Defects to be corrected within 24hrs of identification	95%

## **SCHEDULE 20 BREAKAGE COSTS**

### **1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

**“Applicable Contractor Personnel”**

any Contractor Personnel who:  
at the Termination Date:

are employees of the Contractor;

a) are Dedicated Contractor Personnel;

have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Contractor as a result of the operation of TUPE; and

are dismissed or given notice of dismissal by the Contractor within:

40 Business Days of the Termination Date; or

such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and

(iii) have not resigned or given notice of resignation prior to the date of their dismissal by the Contractor; and

(iv) the Contractor can demonstrate to the satisfaction of the Authority:

a) are surplus to the Contractor's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;

b) are genuinely being dismissed for reasons of redundancy; and

c) have been selected for redundancy by the Contractor on objective grounds other than the fact that the Contractor is entitled to reimbursement under this provision in respect of such employees;

**“Assets”**

means all assets and rights used by the Contractor to provide the Services in accordance with this Contract but excluding any assets belonging to the Authority;

**“Breakage Costs Payment”**

an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 2;

**“Contract Breakage Costs”**

the amounts payable by the Contractor to its Key Sub-Contractors or other third parties (as applicable) for terminating



		all relevant Key Sub-Contracts as a direct result of the early termination of this Contract;
<b>“Dedicated Personnel”</b>	<b>Contractor</b>	all Contractor Personnel then assigned to the Services or any part of the Services. If the Contractor is unsure as to whether Contractor Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
<b>“Redundancy Costs”</b>		<p>the total sum of any of the following sums paid to Applicable Contractor Personnel, each amount apportioned between the Contractor and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <ul style="list-style-type: none"> <li>(a) any statutory redundancy payment; and</li> <li>(b) in respect of an employee who was a Transferring Former Contractor Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Contractor as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Contractor as a result of the operation of TUPE;</li> </ul>
<b>“Request for Estimate”</b>		a written request sent by the Authority to the Contractor, requiring that the Contractor provide it with an accurate estimate of the Breakage Costs Payment that would be payable if the Authority exercised its right under Clause 25.11 (Termination) to terminate this Contract for convenience on a specified Termination Date;
<b>“Termination Estimate”</b>		has the meaning given in Paragraph 8.2;

## 2 BREAKAGE COSTS PAYMENT

2.1 The Contractor may recover through the Breakage Costs Payment only those costs incurred by the Contractor directly as a result of the termination of this Contract which:

- (a) would not have been incurred had this Contract continued until expiry of the Initial Contract Period, or in the event that the Term has been extended, the expiry of the Extension Period;
- (b) are unavoidable, proven, reasonable, and not capable of recovery;
- (c) are incurred under arrangements or agreements that are directly associated with this Contract;
- (d) are not Contract Breakage Costs relating to contracts or Sub-Contracts with Affiliates of the Contractor; and
- (e) relate directly to the termination of the Services.

## **Limitation on Breakage Costs Payment**

2.2 The Breakage Costs Payment shall not exceed the lower of:

- (a) the relevant limit set out in Annex 1 (Maximum Breakage Costs) ; and
- (b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

## **Redundancy Costs**

2.3 The Authority shall not be liable under this Schedule for any costs associated with Contractor Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

2.4 Where the Contractor can demonstrate that a member of Contractor Personnel will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Contractor the actual direct costs incurred by the Contractor or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Contractor Personnel.

## **Contract Breakage Costs**

2.5 The Contractor shall be entitled to Contract Breakage Costs only in respect of Sub-Contracts which:

- (a) are not assigned or novated to a Replacement Contractor at the request of the Authority); and
- (b) the Contractor can demonstrate:
  - (i) are surplus to the Contractor's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and
  - (ii) have been entered into by it in the ordinary course of business.

2.6 The Contractor shall seek to negotiate termination of any Sub-Contracts with the relevant Sub-Contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.

2.7 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Contractor is obliged to pay in respect of:

- (a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Contractor premises which may arise as a consequence of the termination of this Contract; and/or
- (b) Assets not yet installed at the Termination Date.

## **3 MITIGATION OF CONTRACT BREAKAGE COSTS AND REDUNDANCY COSTS AND UNRECOVERED COSTS**

3.1 The Contractor agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs and Redundancy Costs by:

- (a) the appropriation of Assets, employees and resources for other purposes;
- (b) at the Authority's request, assigning any Sub-contracts to the Authority or a third party acting on behalf of the Authority; and
- (c) in relation to Sub-Contracts that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

3.2 If Assets, employees and resources can be used by the Contractor for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, and Redundancy Costs payable by the Authority or a third party to the Contractor. In the event of any dispute arising over whether the Contractor can use any Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the dispute shall be determined in accordance with the procedure set out in Clause 39 (Dispute Resolution).

#### **4 FULL AND FINAL SETTLEMENT**

Any Breakage Costs paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Contractor in relation to any termination by the Authority pursuant to Clause 25.11 (Termination) and the Contractor shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

#### **5 INVOICING FOR THE PAYMENTS ON TERMINATION**

All sums due under this Schedule shall be payable by the Authority to the Contractor in accordance with the payment terms set out in Schedule 3 (Financials).

#### **6 SET OFF**

The Authority shall be entitled to set off any outstanding liabilities of the Contractor against any amounts that are payable by it pursuant to this Schedule.

#### **7 NO DOUBLE RECOVERY**

7.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Assets that are to transfer to the Authority then, to the extent that the Authority makes any payments pursuant to the Exit Plan that the Contractor shall draft in accordance with Clause 27.2 of the Contract in respect of such Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

7.2 The value of the Breakage Costs Payment shall be reduced or extinguished to the extent that the Contractor has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.

7.3 Any payments that are due in respect of Assets that are to transfer to the Authority shall be calculated in accordance with provisions agreed between the Parties and detailed in the Exit Plan.

#### **8 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT**

8.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.

- 8.2 The Contractor shall within 20 Business Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Breakage Costs that would be payable by the Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the "Termination Estimate"). The Termination Estimate shall:
- (a) be based on the relevant amounts set out in the Financial Model;
  - (b) include:
    - (i) details of the mechanism by which the Termination Payment is calculated;
    - (ii) full particulars of the estimated Contract Breakage Costs in respect of each Sub-Contract and appropriate supporting documentation; and
    - (iii) such information as the Authority may reasonably require; and
  - (c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Business Days.
- 8.3 The Contractor acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.

## **ANNEX 1: MAXIMUM BREAKAGE COSTS PAYMENT**

The table below sets out, by Contract Year, the maximum amount of Breakage Costs that the Authority shall be liable to pay to the Contractor pursuant to this Contract:

<b>Termination Date</b>	<b>Maximum Breakage Costs Payment</b>
Anytime in the first Contract Year	£175,423.00
Anytime in the second Contract Year	£241,008.00
Anytime in third Contract Year	£157,389.00
Anytime in fourth Contract Year	£ 131,222.00