

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: Con_22460

THE BUYER: Department for Education

BUYER ADDRESS: 20 Great Smith St, London SW1P 3BT

THE SUPPLIER: Faculty Science Limited

SUPPLIER ADDRESS: Level 5 160 Old Street, London, England, EC1V 9BW

REGISTRATION NUMBER: Level 5 160 Old Street, London, England, EC1V 9BW

DUNS NUMBER: 219873698

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 11/09/2023.

It's issued under the DPS Contract with the reference number RM6200, with ITT reference number ITT_35870 for the provision of Generative Artificial Intelligence Hackathon Research Project.

DPS FILTER CATEGORY(IES): **42659**

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6200.
3. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6200:**

- o Joint Schedule 2 (Variation Form)
- o Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- o [Joint Schedule 6 (Key Subcontractors)
- o [Joint Schedule 7 (Financial Difficulties)
- o [Joint Schedule 8 (Guarantee)
- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data) [ANNEX]
- o Joint Schedule 12 (Supply Chain Visibility)

- **Order Schedules for RM6200:**

- o Order Schedule 1 (Transparency Reports)
- o Order Schedule 2 (Staff Transfer)
- o Order Schedule 3 (Continuous Improvement)
- o [Order Schedule 5 (Pricing Details) [FOUND IN ANNEX]
- o [Order Schedule 6 (ICT Services)

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DPS Ref: RM 6200 Artificial Intelligence

Project Version: v1.0.5

Model Version: v1.1

DPS Schedule 6 (Order Form Template and Order Schedules)

- o [Order Schedule 7 (Key Supplier Staff)
 - o [Order Schedule 8 (Business Continuity and Disaster Recovery)
 - o [Order Schedule 9 (Security)
 - o [Order Schedule 10 (Exit Management)
 - o [Order Schedule 11 (Installation Works)
 - o [Order Schedule 12 (Clustering)] [NOT USED]
 - o [Order Schedule 13 (Implementation Plan and Testing)
 - o [Order Schedule 14 (Service Levels)
 - o [Order Schedule 15 (Order Contract Management)
 - o [Order Schedule 16 (Benchmarking)] [NOT USED]
 - o [Order Schedule 17 (MOD Terms)] [NOT USED]
 - o [Order Schedule 18 (Background Checks)
 - o [Order Schedule 19 (Scottish Law)] [NOT USED]
 - o [Order Schedule 20 (Order Specification)
 - o [Order Schedule 21 (Northern Ireland Law)] [NOT USED]
 - o [Order Schedule 22 (Lease Terms)] [NOT USED]
 - o [Order Schedule 23 (Secret Matters)
4. CCS Core Terms (DPS version) v1.0.1
5. Joint Schedule 5 (Corporate Social Responsibility) RM6200.
6. [Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above. No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

[Terms to supplement Core Terms, Joint Schedules, Order Schedules]

[Special Term 1] Buyer Special Terms

[Special Term 2.] Buyer Special Terms – Security Requirements

[Special Term 3.] DfE Travel Policy

[Special Term 4.] Statement of Work - Generative Artificial Intelligence Hackathon Research Project

[Special Term 5.] DfE Environmental Policy

ORDER START DATE: 25/09/2023

ORDER EXPIRY DATE: 24/02/2025 at 23:59

ORDER INITIAL PERIOD: 1 year, 6 months

DELIVERABLES

See details in Order Schedule 20 (Order Specification, document called “Generative Artificial Intelligence Hackathons Research Project – Final ITT” attached in Annex) and “Statement of Work for Generative AI Hackathon Research Project” found in Annex, and Order Schedule 4 “Order Tender”.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £349,699.00

ORDER CHARGES

DPS Schedule 6 (Order Form Template and Order Schedules)

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation [NOT USED]
- Specific Change in Law
- [Benchmarking using Order Schedule 16 (Benchmarking)] [NOT USED]

REIMBURSABLE EXPENSES

[Recoverable as stated in the DPS Contract]

PAYMENT METHOD

[Milestone Payments, invoiced upon completion of Milestone Deliverable as detailed in the Special Term 4 “Statement of Work - Generative Artificial Intelligence Hackathon Research Project”]

Milestone Payment – Fixed Amount to be Paid upon successful completion of the Deliverables in the Work Package in Accordance with Acceptance Criteria and Milestone Date

- Invoiced on successful completion of a milestone to the acceptance criteria - where applicable a Milestone Payment may be invoiced upon successful completion of 50% delivery of that milestone,

as reasonably expected as per the deliverable criteria halfway through a Milestone, where a deliverable milestone is expected to span over two months, as per Special Term 4

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Appended at Annex "Special Term 5"

BUYER'S SECURITY POLICY

Appended at Annex "Special Term 2"

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

[On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[First Working Day of each calendar month]

KEY STAFF

[REDACTED], Engagement Manager

Project Manager

[REDACTED]

Level 5 160 Old Street, London, England, EC1V 9BW

KEY SUBCONTRACTOR(S)

National Institute of Teaching, Potovens Lane, Wakefield, WF1 2PF

[REDACTED], Head of Evaluation & Observational Research

[REDACTED]

E-AUCTIONS [Not applicable]

COMMERCIALLY SENSITIVE INFORMATION:

Order Schedule 4 – Order Tender contains commercially sensitive information throughout eg. team names/roles, unique technical components of our methodology etc. which could prejudice our commercial interests if shared with others

Order Schedule 5 - Pricing details

SERVICE CREDITS [Not applicable]

ADDITIONAL INSURANCES [Not applicable]

GUARANTEE [Not applicable]

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: General Counsel

Date: 25/09/2023

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: **[REDACTED]**

Role: Commercial Lead

Date: 25/09/2023

ANNEX

Order Schedule 4 – Order Tender

Generative AI Hackathon Research Project

Department for Education

Reference Number: ITT_35870

Faculty Science Ltd: Proposal Submission

August 2023

Contents

1.2	<i>Delivery</i>	
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1.2.1	Outline your approach to delivery of this project	4
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1.2.2	Outline your approach to ethics, safeguarding, data protection, and intellectual property	8
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1.2.3	Outline your approach to recruitment and management of education experts, education practitioners including teachers and administrative staff, and students across all stages of education, and students, including how you will assess the quality and experience of potential education professionals, your approach to remuneration and employment arrangements	10
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1.3	<i>Methodology</i>	
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1.3.1	Provide a sound methodology for setting success criteria, testing use cases, generation of training dataset, training model, and analysis of findings, as well as how you will conduct the hackathons and user testing elements of this project	12
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1.3.2	Demonstrate how your organisation will take a considered approach to capturing reflections and insights from participants in the activities carried out	18
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1.4	<i>Reporting</i>	
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1.4.1	Put forward a proposed structure of any interim and final reports that will be put together during the completion of this activity and outline the content that would be included in final report. Include how your organisation will approach successful collaboration with DfE, Steering group and stakeholders when putting together the requisite reports	20
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1.5 *Technical Expertise*

1.5.1	Demonstrate your organisation's expertise in, and understanding of, generative AI. Provide examples of which generative AI tools may you use to test the education use cases, and why you expect these models to be effective (your list may include generic generative AI and education specific tools)	23
1.5.2	Demonstrate your organisation's skills in, and experience of, successfully training and optimising generative AI across a range of use cases, and how you will apply it to this activity	26
1.5.3	Demonstrate your organisation's skills in, and experience of, the creation of dummy, synthetic or open-source data-sets, and how you will apply it to this requirement	28
1.5.4	Demonstrate your organisation's skills in, and experience of, user testing, management of participants, and event facilitation, and how you will apply it to this activity.	30
1.5.5	Demonstrate your organisation's skills and experience of analysis and producing detailed, useful and meaningful reports based on your findings from analyses, and how you will apply it to this activity.	32
1.6	Describe how you will provide access to the trained model to the Department for 12 months post-final report, for the purposes of testing in an Education setting	34

Cultural Fit

1.7	Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions	35
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1.2 Delivery Section

1.2.1 Outline your approach to delivery of this project

[REDACTED]

1.2.2 Outline your approach to ethics, safeguarding, data protection, and intellectual property

[REDACTED]

1.2.3 Outline your approach to recruitment and management of education experts, education practitioners including teachers and administrative staff, and students across all stages of education, and students, including how you will assess the quality and experience of potential education professionals, your approach to remuneration and employment arrangements

[REDACTED]

1.3.2 Demonstrate how your organisation will take a considered approach to capturing reflections and insights from participants in the activities carried out

[REDACTED]

1.4 Reporting

1.4.1 Put forward a proposed structure of any interim and final reports that will be put together during the completion of this activity and outline the content that would be included in final report. Include how your organisation will approach successful collaboration with DfE, Steering group and stakeholders when putting together the requisite reports

[REDACTED]

1.5 Technical expertise

[REDACTED]

1.5.2 Demonstrate your organisation's skills in, and experience of, successfully training and optimising generative AI across a range of use cases, and how you will apply it to this activity (500 words - 5%)

[REDACTED]

1.5.3 Demonstrate your organisation's skills in, and experience of, the creation of dummy, synthetic or open-source data-sets, and how you will apply it to this requirement.

[REDACTED]

1.5.4 Demonstrate your organisation's skills in, and experience of, user testing, management of participants, and event facilitation, and how you will apply it to this activity.

[REDACTED]

1.6 Describe how you will provide access to the trained model to the Department for 12 months post-final report, for the purposes of testing in an Education setting.

[REDACTED]

Cultural Fit

1.7 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

[REDACTED]

Order Schedule 5 – Pricing Details

[REDACTED]

Statement of Work

Contract: Generative AI Hackathon Research Project

Date: 11/09/2023

Table of Contents

3.1	SOW Summary	3
3.2	Deliverables, Acceptance Criteria & Milestones	5
3.3	Supplier Response	8
3.4	Assumptions & Dependencies	9
3.5	24	
3.6	Call-Off Contract Charges	10
3.7	Performance Standards & Quality Assurance.....	11
3.8	Reporting and Communications.....	11
3.9	Variation	12
3.10	Termination.....	12
3.11	Handover and Exit Management	12
3.12	Agreement of Statement of Works.....	13

Schedule 3 - Statement of Work (SOW)

Issued in accordance with Contract 'con_123' [tbc] and including Pricing Arrangements, Deliverables and Key Contacts.

3.1 SOW Summary

Date of SOW:	25/09/2023
SOW Reference:	SoW001
SOW Value:	£349,699.00
Buyer:	Department for Education
Supplier:	Faculty Science
Date Required:	11/09/2023
Engagement Route:	Outside Scope of IR35
Work Package Title:	Generative Artificial Intelligence Hackathons Research Project
Start Date & End Date of SOW	11.09.23 - 10.02.25
Estimated Duration of SOW:	Max duration 18 months (including access period for trained AI model).
Project/Programme Background and Objectives:	<p>As the fast-moving technological innovations of generative AI become more widespread, the Department needs to learn with and from the education sector in order to provide support on how to best use these technologies, maximising opportunity, and minimising risk. To do this, we intend to commission a project to understand possible use cases for generative AI in education. This will allow the Department to build a robust evidence base to inform future policy relating to generative AI, and to further explore the opportunities this technology presents to reduce teacher workload, improve outcomes, and run operations more efficiently.</p> <p>This topic, and this project, has significant ministerial and prime ministerial interest. It is therefore highly important that we can conduct this research in a timely and comprehensive manner. This project is part of a wider programme of exploration on the topic of</p>

	<p>generative AI in education, and the successful bidder will be given more details on this topic as needed.</p> <p>The aims of this project are as follows:</p> <ul style="list-style-type: none"> ● Build better evidence of the current capabilities and limitations of generative AI tools in education. ● Understand what educators need to be able to use generative AI effectively and share this knowledge. ● Scope the possibilities of training generative AI model with education-specific datasets
Overview of Work Package Requirements:	<p>We intend that the successful bidder will collaborate with the DfE, a steering group of regulators sourced by the DfE, and experts in pedagogy sourced by the bidder, to cocreate a series of 20 use cases. These use cases will then be tested via a hackathon event, followed by analysis against the success criteria, training of the model to complete any tasks that couldn't be achieved without training, and user testing. This will establish which use cases can be achieved, how affectively and using what tools it can be achieved, and general best practice, limitations, and case studies. There may also be examples of where the AI can not perform the required task, with or without training. Potential bidders should set out how they would address this methodology and any changes or suggestions for how to optimise efficacy.</p>
Cost Centre:	
Security Vetting Checks required	<p>The level of clearance required for this SOW is:</p> <p>BPSS</p>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

3.2 Deliverables, Acceptance Criteria & Milestones

3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables			
Ref	Deliverable	Acceptance Criteria	Milestone Date
DO 1	A full list of “Use Cases” has been created and quality assured to be utilised in the testing and training of the generative AI tools	Use cases are of sufficient quantity and quality, and have been agreed by DfE, with input from steering group and pedological experts. Each “Use Case” will provide a genuine and useful purpose in the education sector, as agreed with the DfE, the steering group and pedological experts.	16.10.23
DO 2	Successful Delivery of Hackathons sessions	Access to relevant generative AI tools for use in the hackathons and user testing sessions has been procured. Synthetic, dummy, or open-source data sets have been created for actual testing in the AI tools- Sufficiently comprehensive datasets to allow for the testing of tools during hackathons and user testing, and for training of model. Participants have been recruited for hackathons, meet the criteria set out in the statement of requirements, and have been agreed with DfE. Hackathons sessions with experts and participants has been conducted in an appropriate space and using relevant hardware and generative AI tools.	20.11.23

D0 3	Training of the model and user testing	<p>Based on the input of the “Use Cases” and hackathons activity as part of D01 and D02, a trained AI model is produced. Acceptance criteria to be established as part of use case drafting.</p> <p>Participants have been recruited for user testing, meet the criteria set out in the statement of requirements, and have been agreed with DfE.</p> <p>User testing sessions with experts and participants has been conducted in an appropriate space and using relevant hardware and generative AI tools.</p>	29.01.24
D0 4	Final analysis, reporting, and access to trained model	<p>Final report in standard DfE template at publishable standard, containing:</p> <ul style="list-style-type: none"> ● Success criteria for use cases ● Optimised prompts and instructions for use cases where AI can complete the task to the required standard (instructions for how to get generative AI to successfully complete tasks); ● List of use cases where untrained generative AI cannot complete the task to the required standard. ● List of use cases where there are indications that training would enable generative AI to meet the required standard. ● Report on the outcomes of trained models. ● Report on user needs for each successful use case ● Collation of any concerns/ queries/ challenges/ opportunities around the use of generative AI in education from hackathons/ user testing ● Any other useful and relevant findings, analysis or information the supplier wishes to share ● All reporting is evidence-based, data-driven, with expertise applied <p>Access to the trained model is provided to the DfE and a future contractor for a period of up to 12 months after delivery of the final report.</p>	12.02.24
End of Deliverables			

Charging Method(s) for this work Package:	Milestone Payment – Fixed Amount to be Paid upon successful completion of the Deliverables in the Work Package in Accordance with Acceptance Criteria and Milestone Date
	<ul style="list-style-type: none"> • Invoiced on successful completion of a milestone to the acceptance criteria, with the exception of Milestone 3 (D03) which may be invoiced 50% at the later of the halfway point of delivering D03, or 31st December 2023, and 50% at the completion of D03.
Travel Expectations and Expenses:	All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety
Overtime and on-call	There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.

3.3 Supplier Response

Based on the costings outlined in your successful Pricing Schedule, please provide your costs below for each delivery milestone

Service Charges Breakdown		
Subcontractors:	None	
Milestone Reference	Cost Breakdown	Total Cost (ex VAT)
D01 - A full list of "Use Cases" has been created and quality assured to be utilised in the testing and training of the generative AI tools	1.1 Recruiting of participants for hackathons and user testing (unit is number of participants) 1.2 Managing of participants and communication of relevant information to ensure they can engage with the sessions 1.3 Sourcing of pedagogical expertise to quality assure use cases 1.4 Cocreation of use cases with DfE (unit in use cases) 1.5 Organisation of hands on experimentation and user testing 1.6 Creating or procuring dummy, synthetic or open access data 1.7 Monitoring and assuring performance against deliverables and reporting back to DfE monthly on progress 1.8 Attending monthly meetings & quarterly review meetings 1.9 Attending meetings with appropriate partners and steering groups when needed to establish scope of activities 1.10 Management of ethics, safeguarding, data protection, and intellectual property in relation to project 1.11 Identifying and securing access to the most appropriate tools and products for hackathons and user testing	[REDACTED]

	<p>1.12 Travel & Subsistence (including stakeholder engagement resources)</p> <p>Additional:</p> <p>Cloud compute and storage costs (fixed price to remove DfE uncertainty)</p> <p>Senior advisory time - Roger Taylor</p> <p>Network support for engagement with participants</p> <p>Total D01 Price</p>	
D02 – Hackathons sessions	<p>2.1 Location hire for hackathons (unit in days, contractor to suggest number of days based on their methodology)</p> <p>2.2 Facilitation of hackathons (unit in days, contractor to suggest number of days based on their methodology)</p> <p>2.3 Travel & Subsistence</p> <p>Additional:</p> <p>Payment to Participants</p> <p>Faculty Platform team for hackathon</p> <p>Cloud compute and storage costs (fixed price to remove DfE uncertainty)</p> <p>Senior advisory time - Roger Taylor (unit is number of days)</p> <p>Total D02 Price</p>	[REDACTED]
D03 –	<p>3.1 Location hire for user testing (unit in days, contractor to suggest number of days based on their methodology)</p>	[REDACTED]

Training of the model and user testing	<p>3.2 Facilitation (unit in days, contractor to suggest number of days based on their methodology)</p> <p>3.3 Gathering of relevant data</p> <p>3.4 Travel & Subsistence</p> <p>Additional:</p> <p>Payment to Participants</p> <p>Cloud compute and storage costs (fixed price to remove DfE uncertainty)</p> <p>Development of trained model</p> <p>Senior advisory time - Roger Taylor (unit is number of days)</p> <p>Network support for engagement with participants</p> <p>Total D03 Price</p>	
D04 – Final analysis and reporting	<p>4.1 Creation of dummy, synthetic or open-source data-sets</p> <p>4.2 List of use cases and instructions, covering experiences across educational phases (unit in use cases)</p> <p>4.3 Reporting on user testing, specifically the concerns/ queries/ challenges/ opportunities around the use of generative AI in education from participants reflections</p> <p>4.4 Access to trained model and report on effectiveness of training</p> <p>4.5 Providing accurate, timely financial reporting and forecasting to the DfE</p> <p>4.6 Final report in standard publishable DfE template</p> <p>Additional:</p> <p>Cloud compute and storage costs (fixed price to remove DfE uncertainty)</p>	[REDACTED]

	<p>Senior advisory time - Roger Taylor (unit is number of days)</p> <p>Total D03 Price</p> <p>Expected Component of Providing Department Access to Trained Model for use in education testing, for up to 12 months post-final-report (if applicable)</p>	
Total (ex VAT)		£ 349,699.00
End of Response		

3.4 Assumptions & Dependencies

3.4.1 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	1. Our costings assume that DfE will be able to host the Nottingham/Sheffield Hackathon event at a DfE office to avoid the cost of separate venue hire
Dependencies	1.
Risks	1.

3.5 Key Contacts

3.5.1 The Parties agree that the Key Contacts in respect of this Project are detailed in the table below.

3.5.2 Table of Key Contacts:

Name	Role	Details
[REDACTED]	Director, Government	[REDACTED]
[REDACTED]	Customer Director	[REDACTED]
[REDACTED]	Senior Manager	[REDACTED]
[REDACTED]	AI Analyst	[REDACTED]
[REDACTED]	Lead Data Scientist	[REDACTED]
[REDACTED]	Head of Evaluation and Observational Research	[REDACTED]

3.6 Call-Off Contract Charges

3.6.1 The Supplier will provide a detailed breakdown of rates based on a milestone payment approach, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

3.6.2 If a milestone payment or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.6.3 Multiple SOWs can operate concurrently if required.

3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

Performance Standard/Requirements	Description
The service must be designed and built to meet GDS design and technical service standards requirements.	<p>All deliverables & outputs from this SOW must meet all requirements set out in the GDS Service Standards. Details of the Standards are set out in the following link Design specs: Design - Service Manual - GOV.UK (www.gov.uk)</p> <p>Technology requirements: Technology - Service Manual - GOV.UK (www.gov.uk)</p>

3.8 Reporting and Communications

3.8.1 The Buyer and Supplier shall meet *fortnightly*, to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by [TBC]. Any Commercial discussions shall include the DfE Commercial Lead, who will be specified in section 3.4

3.8.2 The content of the meeting will include, but not be limited to the below:

- Progress against each objective, highlighting any missed deliverables.
- Any performance issues which need to be addressed.
- Review of the exit plan & handover arrangements to ensure they remain fit for purpose.

3.8.3 Prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.

3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

3.9.1 As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within five calendar days.

3.10 Termination

3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving written notice period of 90 days.

3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.

3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

	Supplier:	Buyer:
Name:	[REDACTED]	[REDACTED]
Title:	General Counsel	Associate Commercial Lead – Category Manager
Signature:		
Date:		

Special Term 1 - Buyer Special Terms

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

1. Special Term 1:

To supplement existing provisions, the Supplier will comply with the following additions:

- 1.1. Security checks relevant to supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract. All Supplier Staff working on services in relation to this Contract will need to have undertaken, as a minimum, a BPSS security check. Any enhanced security requirements (e.g., SC etc) will be detailed in the Statements of Work.
- 1.2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion.
- 1.3. The Supplier undertakes a check of its Staff during the period of onboarding them, in accordance with HMG Baseline Personnel Security Standard, which determines the Supplier Staff suitability to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent) or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
- 1.4. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 1.2 and/or 1.3 above in relation to the Call Off Contract, or for any other reason, the Supplier shall promptly and diligently replace any individual identified.
- 1.5. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

Term	Definition
Conviction	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order

Relevant Conviction	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer
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2. Special Term 2 [NOT USED]:

- 2.1. The location will be specified in the Statement of Work (Primary Location).
- 2.2. Expenses cannot be claimed for travel to the Primary Location of work when in-office working is required. Some work may be UK wide and travel may be required to other DfE offices
- 2.3. When travel to other DfE sites is required, all costs incurred must comply with the prevailing DfE Travel and Subsistence policy. Parking is not available on DfE sites.
- 2.4. Should base location vary it will be outlined and agreed upon the individual statements of work.

3. Special Term 3:

- 3.1. The latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the Buyer.
- 3.2. The Buyer has the right to terminate any Statement of Work issued in accordance with this Call-Off Contract at any time, without reason, with twenty working days' written notice to the Supplier. The notice period shall be given in writing. The receiving party must acknowledge receipt of notice within 24 hours.

4. Special Term 4:

- 4.1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
- 4.2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.
- 4.3. All work must be conducted in line with the Buyer's security policy and securely within in the United Kingdom.

5. Special Term 5:

- 5.1. The Department's default approach to pricing mechanism will be 'Capped Time and Materials' (CTM) however we reserve the right to use any of the other approaches as listed in the call-off charges section and the pricing mechanism will be set out within the relevant SOW.

6. Special Term 6:

- 6.1. This contract does not provide exclusivity to the Supplier and there is no guaranteed spend.
- 6.2. The initial scope (Initial Scope) of this contract covers Programme A Lot 2 User Centred Design for DDaT capabilities.

- 6.3. The following contingent scope (Contingent Scope) programmes are in scope of this contract but shall only be required of the Supplier upon instruction by the Buyer under specific circumstances, as set out in Special Term 6.5:

Programme B Teaching Vacancies, Claim, Continuous Professional Development, Teacher Services Data Programme.

And the following DDaT capabilities: User Centred Design

- 6.4. The Contingent Scope also includes any future digital needs that are within the scope of the overall Teacher Services digital programme as amended from time to time.
- 6.5. The Buyer may subject to agreement with the Supplier award Statements of Work for Contingent Scope programmes where:-
- i. the supplier that has those programmes defined in its contract as its Initial Scope is not able to deliver on related SOWs;
 - ii. the Buyer de-scopes the programme from the supplier that has those programmes as its Initial Scope; or
 - iii. as otherwise agreed between the Buyer and Supplier.
- 6.6. The Buyer may at its absolute discretion de-scope any of the Initial Scope programmes from this contract or SOWs related to such programmes, where either:-
- i. the Supplier consistently fails to provide the services at the required performance levels, for example, fails to achieve at least Amber performance for any KPI for two or more months consecutively OR fails to achieve at least Green performance level for a KPI, twice, in a rolling six-month period, for example, the Supplier needs to achieve at least four Green performance levels for a KPI in a six month period;
 - ii. the Supplier fails to improve performance following the approval of and in accordance with such an approved Remediation Plan to the satisfaction of the Buyer; OR
 - iii. as otherwise agreed between the Buyer and Supplier.
- 6.7. The Buyer may at its absolute discretion re-scope any activities that have been de-scoped by the Buyer where the Supplier has demonstrated to the satisfaction of the Buyer that appropriate 'self-cleaning' activities have taken place to rectify any previously identified capacity and/or performance issues.
- 6.8. The Buyer shall treat any Contingent Scope SOWs as if they were Initial Scope in terms of pricing, applying a payment mechanism and KPI performance management regime.
- 6.9. The Supplier shall use the rates submitted within the 'Non-Essential' sections of the pricing schedule when calculating costs for Contingent Scope SOWs.

7. Special Term 7

- 7.1. The day rates set out within the pricing schedule are the maximum rates that the Supplier may charge. The Supplier may, where practicable, charge the Buyer rates lower than the rates set out in the pricing schedule.
- 7.2. The Buyer reserves the right to request that the Supplier to review the rates during the contract period with a view to reducing them where practicable.

8. Special Term 8

- 8.1. Notwithstanding any other provision of this Agreement, Supplier shall not be liable to the Buyer for any damages, losses, costs, fees, or liabilities arising from acts, errors, or omissions made by any third-party generative AI, Generative Pre-trained Transformer (GPT) or Large Language Model (LLM) providers, including but not limited to Anthropic and OpenAI ("GPT Providers"). Specifically, but not exhaustively, Supplier shall have no liability that may arise:
 - 8.1.1. for any actual or alleged infringement or violation of any Intellectual Property rights or Data Protection Laws attributable to the acts or omissions of GPT Providers;
 - 8.1.2. in the event that it is alleged or determined by legislation or a court of law that copyright or other Intellectual Property Rights do not subsist in the outputs generated by GPT Providers.
- 8.2. Buyer acknowledges that it uses GPT Providers (whether directly or through Services provided by Supplier) at its own risk. Buyer expressly agrees that any claims or causes of action that arise from or are related to the activities or outputs of GPT Providers are to be made exclusively against the respective GPT Providers. The provisions of this Special Term 8 shall survive termination of this Agreement.

Special Term 9 - Buyer Special Terms – Security Requirements

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>“BPSS”</p> <p>“Baseline Personnel Security Standard”</p>	<p>the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC”</p> <p>“Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.</p> <p>See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP”</p> <p>“Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive Processing”</p> <p>“Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>“Buyer’s Data”</p> <p>“Buyer’s Information”</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p>

	<p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
"Departmental Security Requirements"	the Buyer's security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver.
"Digital Marketplace / G-Cloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
"End User Devices"	the personal computer or consumer devices that store or process information.
"Good Industry Standard" "Industry Good Standard"	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"GSC" "GSCP"	<p>the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at:</p> <p>https://www.gov.uk/government/publications/government-security-classifications</p>
"HMG"	Her Majesty's Government
"ICT"	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution

"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
"Need-to-Know"	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).
"OFFICIAL-SENSITIVE"	the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.
"RBAC" "Role Based Access Control"	Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.
"Secure Sanitisation"	the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.

	<p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
<p>"Security and Information Risk Advisor"</p> <p>"CCP SIRA"</p> <p>"SIRA"</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>"Senior Information Risk Owner"</p> <p>"SIRO"</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>"SPF"</p> <p>"HMG Security Policy Framework"</p>	<p>the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework</p>
<p>"Supplier Staff"</p>	<p>all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.</p>

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Cabinet Office](#)

[Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated, namely that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract”. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.

- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer’s Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer’s Data).
- 1.5. Buyer’s Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier’s or sub-contractor’s own IT equipment to protect the Buyer’s Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer’s Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 1.7. The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer’s Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer’s Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer’s Data, including but not limited to:
 - 1.8.1. physical security controls;

- 1.8.2. good industry standard policies and processes;
- 1.8.3. malware protection;
- 1.8.4. boundary access controls including firewalls, application gateways, etc;
- 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
- 1.8.6. use of secure device configuration and builds;
- 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.
- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].

- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 27001 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 27001 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.21. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
- 1.22. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as reasonably determined by the Buyer. This will include obtaining any necessary professional security resources

required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

- 1.23. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:

- 1.23.1. compliance with HMG Minimum Cyber Security Standard.
- 1.23.2. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
- 1.23.3. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.24. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data in the course of providing the Services.
- 1.25. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement

any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

- 1.26. Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

Special Term 3 – DfE Travel Policy



Department for Education Travel policy as of December 2022

DfE will refund travel if for example we require a Manchester based representative to travel to London; and the rules for travel are the same as if a Civil Servant was making that journey and covered by our guidance.

What is available to view in the public domain is the underpinning Civil Service Code which states that civil servants must “make sure public money and other resources are used properly and efficiently”.

The Civil Service Code states that civil servants must “make sure public money and other resources are used properly and efficiently.” [The Civil Service Management Code](#) sets out specific guidance on the principles that all departments should apply to expenses -

- S 8.1.2a: “Departments and agencies must reimburse staff only for expenses which they actually and necessarily incur in the course of official business;” and
- S 8.1.2c: “Departments and agencies must ensure that their rules provide for claiming recompense, including verification and authorisation Our DfE guidance tells us that:

The following principles build on the Management Code and should be applied irrespective of the type of expense involved:

- only costs which are necessary and additional to normal daily expenditure should be reimbursed
- departments will reimburse actual costs only (within limits to be agreed by each department)
- expenses should be receipted and independently approved
- audit processes should be in place to review claims based on risk, quantity, nature of expense, or random selection
- policies should not cover every eventuality and departments should manage reimbursement by exception rather than by reference to entitlements
- claims should include a clear business reason where travel is other than standard class

Before you take the decision to incur any expenses, either for pre-paid booking (e.g. rail tickets, hotel rooms) or expenses you would need to reclaim later (e.g., taxi fares, subsistence payments), you should carefully consider the following:

- **Do I have to make this journey at all?**
- Do I need to attend the meeting in person, or can the work in question be taken forward by video conference or teleconference?
- Do I need to make this journey?
- Do I need to attend the meeting in person, or can I make use of smarter working tools e.g., Microsoft Teams?
- If I must travel, how can I make the most out of this journey? For example, can I schedule other meetings with colleagues at that location on the same day?
- If I must travel, have I taken all reasonable steps to minimise the costs I will incur? For example:
 - can I travel off-peak?
 - have I considered a split rail ticket?
 - can I book an advance ticket?

All expenses must

- comply with DfE policy
- include itemised receipt(s) as evidence of expenditure; and
- be claimed in a timely manner.

1.5.3 Staff are not required to deduct home to office costs when making claims for expenses incurred whilst on official departmental business.

1.5.4 You have a responsibility

- to claim only for valid and agreed expenses
- to retain evidence of expenditure (including receipts with explanations for any exceptions to the policies set out here and required approvals) for three years

2.2.2 When travelling by rail you should always travel using the most cost- effective option, preferably pre-booking your tickets to travel on specific (timed) trains (as these are often the cheapest).

You can book an anytime ticket if you have no way of knowing what time your meeting or official business will finish, or when this is the cheapest ticket option

available - otherwise, you should still book a restricted (Advance or set time) ticket for your outward journey when this is a significantly cheaper option.

2.2.3 Exceptionally, first class travel can be booked if one or more of the following applies:

- where disability or other reasons mean that you would not be able to secure suitable facilities in standard class
- where there are good grounds for security concerns – e.g. significant risk of unwarranted attention from the Press or the public
- where the overall cost of the first-class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons (such as a screen shot from the booking page) for audit purposes.

Subsistence expenses may, with appropriate receipts, be claimed on an actual cost basis within the limits set out in this document. An absence on official duty does not automatically make you eligible for subsistence payment or accommodation. Claims must be limited to costs incurred over and above what would have been spent at your permanent place of work.

- Receipts – hard copy or digital file – must be retained with a copy of your claim for three years. Receipts should have itemised costs and must support all expenditure, or if a receipt is not available you will need specific permission to claim from your Line Manager. .
- If you receive any meals while you are absent (e.g. as hospitality or catering provided on residential study courses) you should reduce your maximum actuals claim as appropriate.
- All accommodation and subsistence limits are mandatory and can only be exceeded with prior line management approval.
- Day and overnight subsistence are not subject to tax, provided that receipted actuals are claimed in line with policy and that receipts are retained. The exception to this rule would relate to staff who are classed as multi-site workers. As the individual making the claim, it is your responsibility to retain all necessary evidence including receipts and approvals.
- The period of absence should be calculated as your actual time of absence from the office, based on your departure and return time to the office. If you travel direct from or to your home, without calling at the office, the period of absence will be whichever is shorter of the following:
 - the time from leaving home to arriving back at home, less the usual journey times from home to office

- the time that you would have been absent if you had set off from, and returned to, your office

This is because you would spend your own time travelling to work each day, and your claim must take account of this.

- A meal is defined as a combination of food and drink and would take a normal dictionary meaning.
- There will be no reimbursement for the purchase of alcohol as part of subsistence,

3.2 Subsistence categories and limits table

Period of absence from normal workplace (and no food provided)	Receipted actuals up to a limit of
Over 5 hours	£5.00
Over 10 hours	£10.00
Over 12 hours	£13.80
Over 24 hours (breakfast included with the accommodation tariff)	£21.25

3.3 Day subsistence

3.3.1 Day subsistence is intended to contribute towards the additional food and drink costs associated with working away from your normal place of work on official business. It must only be claimed where expenses have been incurred over and above normal expenditure and receipts obtained. The actual cost can be claimed, up to certain limits, and receipts must be retained with a copy of your claim for 3 years.

3.3.2 The policy has been designed to contribute towards the cost of one meal if you are absent for over five hours, two meals if you are absent for over ten hours and three meals if you are absent for over 12 hours. If you receive any meals while you are absent you should reduce your maximum actuals claim as appropriate.

To be eligible to claim meals, your destination must be at least 10 miles from your permanent workplace, and you must:

- be on official business and incur the costs during this period
- be away from your permanent workplace for over 5 hours
- not have meals provided (e.g., a buffet or working lunch)
- retain receipts

Eligibility

3.3.3 To be eligible for claiming for meals/refreshments, the place you are visiting must be at least 10 miles by the most direct route from your permanent workplace and you must:

- be away from your permanent workplace for more than 5 hours
- not have meals provided
- buy a meal but not within 10 miles of your workplace
- have the receipts for those purchases

Special Term 5 – DfE Environmental Policy

Commercial Policy Guidance – Environmental Policy in Procurement

Overview

The Department for Education recognises that the delivery of its operations inevitably impacts on the environment in a number of ways, for example, through the generation of waste and the use of energy for heating and lighting. Through the DfE's Sustainability and Climate Change Strategy, it aims to respond and adapt to the effects of climate change, thus ensuring that our business operation is undertaken in such a manner as to have a positive impact on the environment and achieve biodiversity net gain.

DfE's Sustainability and Climate Change Strategy

The DfE published [a strategy](#) in April 2022, which sets out ambitious activity to respond to recommendations for education from the Committee for Climate Change, the Dasgupta Review, Green Jobs Taskforce report and supports the delivery of the Government's 25 Year Environment Plan and Net Zero Strategy.

Greening Government Commitments

The [Greening Government Commitments](#) set out the actions UK government departments and their agencies undertook to reduce their impacts on the environment in the period 2016 to 2020 and their Commitments for the period 2021 to 2025.

Individual departments are required to publish their own sustainability reports either as part of their annual report, or as separate reports. The latest report for DfE can be found [here](#).

The DfE is committed to minimising the impact of its activities on the environment throughout all its procurement supply chains.

The Social Value Act

In line with [The Social Value Act](#) using [The Social Value Model](#), Environmental Criteria may be included, where appropriate, in our tender document sets.

Any social value benefit proposed by tenderers must relate to additional improvements in the economic, social and/or environmental wellbeing of the relevant area to be delivered through the contract, and not replace the assessment and management of the environmental impacts of the core contract elements (direct and through the supply chain) and how they can be reduced, which must instead form a part of the core tender (i.e., not the social value element)

The social value 'Reporting Metrics' are based around the reduction of three of the target areas in the [Greening Government Commitments](#): greenhouse gases, waste and water. In addition, there are Reporting Metrics relating to protecting and improving the environment and creating green spaces.

Sustainable procurement: the Government Buying Standards (GBS)

The DfE will make sure that we meet the minimum mandatory Government Buying Standards (GBS) standards on [Sustainability](#) when buying goods and services. We encourage our suppliers to meet, where possible, the best practice standards, which go further than the mandatory standards.

Greening government: ICT and digital services strategy 2020 to 2025

This strategy sets out how the government will work in partnership with industry and other sectors to provide ICT and digital services to help:

- achieve the United Nation's Sustainable Development Goals
- implement Defra's 25 Year Environment Plan
- meet the government's net zero commitments

The strategy is to be used by everyone involved and interested in government ICT and digital services, including suppliers and supply chains.

Taking account of Carbon Reduction Plans in the procurement of major government contracts

In 2019, the UK became the first major economy to adopt a legal commitment to achieve 'Net Zero' carbon emissions by 2050. To support this, the Government Commercial Function has developed a new commercial policy measure for all central government departments and arm's length bodies.

This measure requires suppliers bidding for major government contracts to commit to achieving Net Zero by 2050 when procuring goods and/or services and/or works with an anticipated contract value above £5 million per annum (excluding VAT) by publishing a '[Carbon Reduction Plan](#)' and to provide their current GHG emissions. This is subject to the Public Contracts Regulations 2015 save where it would not be related and proportionate to the contract.

Suppliers will be deselected from the procurement if they fail to comply with the policy.

Further Information

[Sustainability and Climate Change Strategy](#)

[Our energy use - Department for Education - GOV.UK \(www.gov.uk\)](#)

[Sustainable procurement | Crown Commercial Service](#)

[Carbon Net Zero - CCS \(crowncommercial.gov.uk\)](#)

[Microsoft Word - Glossary-of-terms -Carbon-Net-Zero-and-Smart-Solutions-.odt \(crowncommercial.gov.uk\)](#)

[Theme 8. Policy: Masterclass 6: The Drive for Net Zero—Carbon Reduction Planning in Commercial \(govcommercialcollege.co.uk\)](#)

[Greenhouse Gas Protocol | \(ghgprotocol.org\)](#)

[National Procurement Policy Statement.pdf \(publishing.service.gov.uk\)](#)

Order Schedule 20 – Specification “Generative Artificial Intelligence Hackathon Research Project – Final ITT”

Artificial Intelligence (AI) Dynamic Purchasing System – Call-Off Order Schedule 20 – Specification/Statement of Requirements(SoR) Document

Supplier Notice –

The Invitation to Tender must be responded to via the E-Procurement system used to launch this opportunity. Any clarification questions must be raised using the message function on the e-Procurement system – any clarification questions not asked via the e-Procurement system will not be considered.

Please read the “About The Procurement” Document attached in the suite of documents hosted on the e-sourcing platform. This document contains general information about the procurement process, including timelines for the tendering activity.

Title	Generative Artificial Intelligence Hackathons Research Project
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Commercial Lead	[REDACTED]
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Requirements

Background

As the fast-moving technological innovations of generative AI become more widespread, the Department needs to learn with and from the education sector to provide support on how to best use these technologies, maximising opportunity and minimising risk. To do this, we intend to commission a project to understand possible use cases for generative AI in education. This will allow the Department to build a robust evidence base to inform future policy relating to generative AI, and to further explore the opportunities this technology presents to reduce teacher workload, improve outcomes, and run operations more efficiently.

This topic, and this project, has significant ministerial and prime ministerial interest. It is therefore highly important that we can conduct this research in a timely and comprehensive manner. This project is part of a wider programme of exploration on the topic of generative AI in education, and the successful bidder will be given more details on this topic as needed.

We have allocated a budget of up to £350,000 ex VAT for this project. The contract will be awarded to a single economic operator, but the Department will accept bids from Consortia or a supplier with a sub-contracting arrangement, so long as supporting documents that demonstrate the particular arrangement are uploaded to the e-

sourcing platform as evidence. Supporting documents could include: the contract between lead contractor and sub-contractor, a memorandum of understanding between the economic operators in a consortium etc by contract award date.

We intend that the successful bidder will collaborate with the DfE, a steering group of regulators sourced by the DfE, and experts in pedagogy sourced by the bidder, to cocreate a series of approximately 20 use cases. We have suggested some potential use cases in the following section. These use cases will then be tested via a hackathon event, followed by analysis against the success criteria, training of the model to complete any tasks that couldn't be achieved without training, and user testing. This will establish which use cases can be achieved, how effectively and using what tools. The contractor may also wish to explore what assumptions the cases rely on e.g. that all students would have access to a device in the classroom, and therefore the enabling conditions for each case. There may also be examples of where the AI cannot perform the required task, with or without training. Potential bidders should set out how they would address this methodology and any changes or suggestions for how to optimise efficacy.

We envision that the elements will be co-ordinated by technology experts with experience of running similar activities. As the use cases are likely to cover three areas: use for teaching, use for management and administrative processes, and use by students, we would envisage that participants should include educators and or school business professionals, and students. In the case of students, we would suggest the contractor considers safeguarding risks and if it is not possible to test with school-age children, explores the possibility of testing with students over the age of 18. If bidders have suggestions for ways to safely test with younger students, taking account of all the relevant data and safeguarding issues, we would consider this. Bidders should address how they will recruit participants for hackathons and user testing, and how they will ensure that participants represent a variety of phases and experiences.

We would expect the hackathon sessions might include at least 10 participants, 10 AI or technology experts, and 4 facilitators, sorted into 2 to 3 groups, though we would consider alternative suggestions on what would work best in bidders' proposals. We envisage these sessions involving teams of educators/administrators/students who are already familiar with using AI tools, and technology experts working together to challenge and optimise the generative AI tools based on the use cases, creating prompts, and tracking what does and does not work. We would also encourage the contractor to collect participants' opinions on using the generative AI tools as part of their final report. We have suggested allocating 2 days for these hackathons, but would consider alternative methodologies. Bidders should suggest how they intend to structure the hackathons, for example whether they intend to cover all use cases in one session, or break these down into smaller more focussed sessions.

We expect the contractor to analyse and explore where the greatest scope for performance improvements may lie through the training of a generative AI model. The successful contractor will include reporting on the training of this model as part of the final report.

We would envisage that the results of the hackathons and of training the model would then be user tested with participants with little to no experience of using generative AI, in order to understand whether the use cases can be successfully met with an untrained or trained model, and to collect participant feedback on the concerns/ queries/ challenges/ opportunities around the use of generative AI in education. We have suggested that the user testing be conducted with a similar methodology to hackathons, e.g. 10 participants, 2 days, but bidders should suggest the methodology they consider most appropriate for this activity.

The contractor will create or collate an appropriate pilot training dataset depending on what is needed through exploration of the use cases (e.g. dummy examples of staff meeting notes), through the use of synthetic, dummy or open access content, and investigate the extent to which this improves the performance of a model. This training dataset must not include any student work except in cases where the testing is being done with students and they have agreed for their content to be used; bidders should address how this will be handled this. These data sets must be compliant with IP law.

Bidders may also want to address how they will ensure use cases consider whether the use of generative AI in these cases is appropriate, robust, efficient, fair, and addresses accountability, as per the principles set out in the [AI regulation white paper](#).

Bidders should address how personal data will be protected as part of the hackathons and user testing sessions. We envisage that participants will be briefed not to include any of their own personal information while experimenting with these tools, and that the selected contractor will use the sets of dummy data or similar in instances where they wish to test how personal data and IP may be used.

The contractor will also need to make the trained model/”Emergent Supplier Software”, if applicable, available to the Department for a period of up to 12-month post-final report, in order for it to be used as part of the next phase of testing in an education setting. The requirement is that the DfE would like to test the trained model in schools and actual education settings if required. There is a non-scored question in the evaluation section which will let the bidder outline how they intend to allow access to this trained model. If there are any associated costs, please outline these in the pricing schedule.

Mandatory Requirements

As part of this ITT, there are a number of specific requirements which must be met. Please note that the Authority may at its absolute discretion refuse to consider your quotation depending on your response to these mandatory requirements.

These are found in the Mandatory YES/NO response attachment in the document suite of this tender opportunity.

Detailed Requirements

Deliverables

NB: The successful supplier will be issued with a finalised Statement of Work which will set out the deliverables, acceptance criteria and milestone dates of the overall delivery requirements. The deliverables highlighted below have been incorporated into this Statement of Work. The authority reserves the right to incorporate details specific to the successful supplier’s bid into the final version of the Statement of Work.

The aims of this project are as follows:

- Build better evidence of the current capabilities and limitations of generative AI tools in education.
- Understand what educators need to be able to use generative AI effectively and share this knowledge.
- Scope the possibilities of training a generative AI model with education-specific dummy datasets

The deliverables for this project fall under four primary strands, as outlined in the pricing schedule and Statement of Work: project and relationship management, hackathons, user testing, and analysis and reporting. These strands are grouped by type of activity and therefore non-linear, e.g. creation of dummy data is included in strand 4, but will need to take place before hackathons.

Strand	Deliverables resulting from this activity
Strand 1 - Project and relationship management	<ul style="list-style-type: none"> ● Shortlist of potential use cases (to be agreed with DfE / steering group). ● Success criteria for use cases to be tested (what the generative AI would have to do to be considered to have successfully completed the task), informed by appropriately qualified education specialists sourced by the contractor.
Strand 2 - Hackathons	<ul style="list-style-type: none"> ● Optimised prompts and instructions for use cases where AI can complete the task to the required standard (instructions for how to get generative AI to successfully complete tasks).

	<ul style="list-style-type: none"> ● List of use cases where untrained generative AI cannot complete the task to the required standard. ● List of use cases where there are indications that training would enable generative AI to meet the required standard.
Strand 3 - User testing	<ul style="list-style-type: none"> ● Report on the outcomes of trained model. ● Report on user needs and enabling conditions for each successful use case (e.g. Where are the pain points? Would a user need specific training to use the technology for this purpose? What are the assumptions the cases rely on e.g. that all students would have access to a device in the classroom). ● Collation of any concerns/ queries/ challenges/ opportunities around the use of generative AI in education, including the opinion of the participants on the quality of the solutions.
Strand 4 - Analysis and reporting	<ul style="list-style-type: none"> ● Pilot-scale synthetic, dummy, or open access content and dataset. ● Generative AI model trained on data. ● Final report in the standard DfE template so that it can be published on GOV.UK.

We expect our AI contractor to identify and secure access to the most appropriate tools and products for the hackathons (both core generative AI technology and any suitable edtech products which use this technology). We anticipate that desired criteria will include scalability, ease of use, and wideness of scope, as well as indications of ability to meet specified use cases: these can be finalised while the supplier carries out planning/prep work. As such, bidders do not need to specify all of the tools they intend to procure but should address the method of selecting and procuring in their methodology.

We would expect the contractor to engage with the DfE team at regular intervals to ensure that these outputs are aligned with DfE needs and at the appropriate standard. This would involve weekly updates or meetings for the contractor to update the DfE on progress, and monthly steering group meeting with a panel of experts and regulators. The DfE is running several strands of investigation into generative AI concurrently, and therefore the contractor may also be required to attend meetings with other organisations as and when it is of benefit to these programmes. This will be agreed in advance with the contractor. .

We envision that this steering group would engage with the contractor and DfE in developing the use cases to ensure that they cover a wide range of situations, tasks, and educational phases. We want these to cover the most useful and/or common examples to educators, and we also want to test across a range of age groups /stages of education. We expect to agree specific use cases with the contractor, but we have included some examples of what DfE would be most interested in:

Example use cases specific to teaching:

- Plan a lesson for year 9 French teaching past tense.
- Develop a scheme of work for KS3 Geography
- Produce an end-of-unit formative assessment for “The Vikings” in year 4.

- Mark a piece of Year 12 English coursework
- Make a powerpoint for a school assembly about Road Safety

Example use cases related to management and administrative processes:

- Develop a timetable for college courses / peripatetic lessons
- Summarise notes of a staff meeting
- Draft a newsletter to parents
- Write the code for a new section of the school website about afterschool sports clubs
- Draft a risk assessment for a school trip
- Create a policy document on phone usage on school premises
- Summarise an EHCP and make recommendations for interventions

Example use cases related to pupil/student use:

- Act as an interactive tutor teaching Pythagoras theorem
- Produce a research report on a new science concept for “flipped” teaching
- Provide personalised feedback for students with a range of different needsSoR
- Careers advice for someone selecting the subjects they intend to take for their GCSEs
- Act as a historical figure to explain historical event in context

We will cocreate and agree the appropriate focus for each of the use cases with the contractor and steering group before the hackathons. We would expect the contractor to enlist education experts who will be able to quality assure these use cases, though the steering group may also have a role in quality assuring these materials.

We would expect that all outputs may go through at least one round of quality assurance with internal DfE teams and steering group to suggest improvements. We would expect all reports to be delivered as soft copies and in standard DfE publishable templates.

All outcomes and outputs from these deliverables will be considered IP of the DfE, including items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the delivery of the contract and updates and amendments of these items including, but not limited to, database schema and/or IPR arising as a result of the performance of the Supplier's obligations under the contract; such as the final report, the findings of the hackathons and user testing, use cases, dummy data, and any emergent commissioned software such as trained AI models.

Project Delivery Timescales

We propose that the final report be delivered in February 2024. This means we would expect the hands-on experimentation to take place primarily between August and November, with reporting carried out and reviewed in December/January (see table below). We expect the contractor to set out the timeline of how they would proceed with this work. As this project includes the participation of educators, bidders should address how they intend to work around school holidays and reduce unnecessary burden on participants.

Expected Delivery Timescales – TBC In Final Statement of Work with Successful Supplier

Activity	When	What's involved	Who's involved	Deliverables
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Codesign of programme/drafting use cases	October	<p>Cocreate use cases between the contractor, DfE, and steering group to ensure that cases are relevant, useful, have good pedagogical grounding, and cover a broad range of phases, subjects and experiences. We expect there'd be around 20 use cases, but this may need to change depending on contractor methodology/discussions with DfE, steering group and experts.</p> <p>Contractor to procure appropriate generative AI tools and relevant openly available or dummy data to be used in following sessions, as well as recruiting participants.</p>	<p>DfE Contractor Steering group of regulators Pedagogical experts to quality assure use cases (procured by contractor)</p>	<p>A list of around 20 use cases for testing</p> <p>Synthetic, dummy, or open access content and datasets for testing approaches</p>
Hackathons	October	Contractor runs sessions with participants to test initial use cases, working out which can be done and which need additional work, as well as the most effective ways of achieving results.	Contractor Educators/administrative staff/students who have experience with generative AI	Initial list of which cases generative AI could or could not successfully complete
Analysis, training the model, user testing	November/ December	<p>Taking results of unsuccessful use cases from hackathons and testing whether the generative AI tools can be trained to complete those tasks, and ways of optimising successful use cases.</p> <p>Using the results of this training, and the data from hackathons, to</p>	Contractor Educators/administrative staff/students Experts	<p>A list of instructions for use cases</p> <p>Model trained to complete specific use case tasks</p>

		draft instructions on how to successfully complete each use case, and/or examples of where the tools cannot achieve results even with training. Testing with educators/student to determine success of use cases and trained model		
Analysis and reporting	January/ February	Contractor to refine instructions based on results of hackathons and user testing, as well as compiling feedback from participants. DfE and steering group to quality assure final reporting for publication.	DfE Contractor Steering group of regulators	Final report, including use cases with instructions Trained model

The deadline of February 2024 for reporting may need to be flexible, depending on political priorities. DfE will work with the contractor to ensure any implications of timeline changes are worked through at speed and with the appropriate support.

The contractor will also need to make the trained model “Emergent Commissioned Software”/” Emergent Supplier Software”(if applicable) available to the Department for a period of up to 12-month post-final report, in order for it to be used as part of the next phase of testing in an education setting. The requirement is that the DfE would like to test the trained model in schools and actual education settings if required. There is a non-scored question in the evaluation section which will let the bidder outline how they intend to allow access to this trained model. If there are any associated costs, please outline these in the pricing schedule.

Place

We intend that participants of the experimentation sessions would have a reasonable geographic spread to encompass a variety of opinions, and therefore consideration will need to be given to how these sessions are located and run to make them feasible to attend. The contractor will need to consider which elements can be undertaken remotely, and which may require in person work. We would anticipate that project management elements of this project, for instance meetings between the contractor and the DfE, would take place virtually, while experimentation sessions would need to take place in person.

Quantity

We expect the activity to break down as follows, though we would consider alternative suggestions of quantity based on the methodology proposed by the bidder. See pricing schedule for further details.

Components	Quantity
Dummy, synthetic or open-source data-set	At least 1, depending on the needs of the use cases
List of use cases and instructions, covering experiences across educational phases (unit in use cases)	~ 20
Reporting on user testing, specifically the concerns/ queries/ challenges/ opportunities around the use of generative AI in education from participants' reflections	1
Trained model and report on effectiveness of training	At least 1, but potentially more depending on the success rate of the use cases
Final report in standard publishable DfE template	1
Attachments	
<p>The following attachments should be read in conjunction with this SoR:</p> <ul style="list-style-type: none"> ● Pricing Schedule for completion ● Draft Statement of Work ● Supplier Security Questionnaire ● "About the Procurement" Document ● Mandatory Questions Document ● Buyer Special Terms ● Buyer Travel Policy ● Buyer Security Requirements <p>These can be downloaded via Artificial Intelligence (AI) DPS ITT in the attachments section.</p>	
Evaluation Process and criteria	
<p>All quotations received will be evaluated against the evaluation criteria and scoring methodology as stated within this SOR. Evaluation will be conducted fully offline, in line with weightings and evaluation criteria detailed in this section.</p>	
<p>The evaluation criteria for each of the questions, within each evaluation section, are detailed below along with the weighting to be applied.</p> <p>Guidelines</p> <ul style="list-style-type: none"> ● You must answer all of the following questions. ● Keep your responses succinct but cover all points of the question and consider the scoring criteria when drafting your response. ● Upload only those attachments we have asked for – any other supporting evidence, certificates for example, will be requested separately. ● Bidders should note that the panel will be looking for evidence within the response that demonstrates that any proposed solutions are proven through the supplier's own contractual experience and performance. <p>Your submission must not exceed the number of words indicated for each question, and any part of the submission exceeding the word limit will be disregarded. The word limits include all text, tables, images, and diagrams included in response to each question.</p> <p>Each question element is of equal importance to the Contracting Authority, and the scoring criteria identify how the response will be evaluated. Each question element must be clearly signposted within the response with an</p>	

appropriate heading. Marks may be lost where the response to the specific element is not contained with a clearly identified and signposted area of the Submission response.

Cross referencing is not permitted to responses to any other questions within the Submission. Any cross-referencing to other parts of the submission will not be evaluated.

The Authority may at its absolute discretion refuse to consider a quotation if the score achieved in the Quality evaluation section is lower than 60%.

Please note that Item Prices are weighted at 10% of the overall score, Quality Requirements are weighted as 80% of the Overall Score and Social Value is weighted at 10% of the overall score..

Evaluation Scoring Matrix

Responses will be scored on a 0-10 point scale, as highlighted below, and evaluators will use this to assign a score to each evaluation question response.

Term	Score	Explanation
Good Response	10	<p>The response is clear, comprehensive, detailed and specific in answering all elements of the question; AND</p> <p>The response clearly sets out how the solution will meet the contract outcomes, the Buyer's requirements and achieve the required service levels ; AND</p> <p>The response clearly sets out that the solutions are proven using suitable evidence and the panel determine that the risk to the Buyer is low.</p>
Acceptable Response	7	<p>The response addresses the stated requirements of the question but with minor omissions; OR</p> <p>The submission mostly sets out how the response will meet the described outcomes, the Buyer's requirements and achieve the required service levels, and some evidence of the solutions being proven is provided, but in some minor areas the solution lacks fullness, clarity or detail; AND</p> <p>The panel determine the risk to the Buyer is low.</p>
Limited Response	3	<p>The response addresses some of the stated requirements of the question but in some material areas the response is incomplete; OR</p> <p>In some areas the response sets out how the solution will meet the contract outcomes, the Buyer's requirements and achieve the required service levels but in some material areas the solution lacks fullness, clarity or detail; OR</p> <p>The evaluation panel determine that the risk to the Buyer and Customers is medium.</p>
Poor Response	1	The response addresses the question superficially; OR

		<p>The response sets out how the solution will meet the contract outcomes, the Buyer's requirements and achieve the required service levels in very limited areas and the solution lacks fullness, clarity or detail; OR</p> <p>The panel determine that the risk to the Buyer or Customers is high.</p>
Completely unsatisfactory/ unacceptable response	0	<p>There is no response or no response of relevance to the question; OR</p> <p>The panel determine that the risk to the Buyer or Customers is very high and is unacceptable.</p>

The Authority expressly reserves the right to:

- clarify costing models and assumptions for prices quoted
- clarify information provided in a response and may seek independent advice to validate information declared or to assist in the evaluation
- cancel the bidding process and reject all quotations at any time prior to award of a contract without incurring any liability
- may at its absolute discretion, refuse to consider a quotation depending on the answers given to the mandatory requirements.

Evaluation Section: Mandatory Requirements

Section Weighting: 0%

Ref	Question(s)
	The Authority will clarify your capacity for delivery by reviewing any live contracts your organisation has with DfE and may at its absolute discretion refuse to consider your response further if it is deemed that you do not have the required capacity.

1.1 Please upload your response to the mandatory requirements document.

Evaluation Section : Quality Envelope

Section Weighting: 80%

Ref	Question(s)	Look Fors	Question weight
1.2	Delivery [2000 words]		Section Weight -20%

1.2.1	<p>Outline your approach to delivery of this project.</p> <p>[1000 words]</p>	<p>Comprehensive project management description that outlines all necessary components for successfully delivering this project, including timescales, milestones, resources (including numbers of staff) and deliverables.</p> <p>Well thought out timeline that suggests appropriate timings for the bidder's methodology, and takes account of</p>	10%
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		school holidays and any other potential blocks.	
1.2.2	Outline your approach to ethics, safeguarding, data protection, and intellectual property. [500 words]	Very thorough addressing of the potential risks around ethics, safeguarding, data protection, and intellectual property, with comprehensive mitigations detailed.	5%
1.2.3	Outline your approach to recruitment and management of education experts, education practitioners including teachers and administrative staff, and students across all stages of education, and students, including how you will assess the quality and experience of potential education professionals, your approach to remuneration and employment arrangements. [500 words]	<p>Approach illustrates high level of understanding of education professionals and students and how to best recruit participants with the required skills and characteristics. Successfully outlines potential risks of recruiting participants, and outlines sensible mitigations for this risk</p> <p>Approach indicates understanding of the skills required to quality assure use cases and success criteria, and proposes a workable approach to recruiting the relevant talent.</p> <p>Addresses how to safely recruit student participants, making reference to the protection of their data, any relevant permission required, and how they will be safeguarded before, during and after sessions.</p>	5%
1.3	Methodology [2500 words]		Section Weight – 25%
1.3.1		Well-considered methodology that	20%

	<p>Provide a sound methodology for setting success criteria, testing use cases, generation of training dataset, training model, and analysis of findings, as well as how you will conduct the hackathons and user testing elements of this project.</p> <p>[2000 words]</p>	<p>shows understanding of the aims of the project, and illustrates the bidder's understanding of how these aims could be best met.</p> <p>Bidder illustrates comprehensive knowledge of how to deliver hackathons/user testing, and suggests appropriate methodology for achieving desired outcomes while engaging and protecting participants.</p>	
1.3.2	<p>Demonstrate how your organisation will take a considered approach to capturing reflections and insights from participants in the activities carried out.</p> <p>[500 words]</p>	<p>Sound methodology that addresses the potential areas of interest, and addresses how we would best obtain this feedback from participants, as well as how this could be analysed and reported</p>	5%
1.4	Reporting [700 words]		Section Weight - 10%
1.4.1	<p>Put forward a proposed structure of any interim and final reports that will be put together during the completion of this activity and outline the content that would be included in final report.</p> <p>Include how your organisation will approach successful collaboration with DfE, Steering group and stakeholders when putting together the requisite reports</p> <p>[700 words]</p>	<p>A well-considered approach to reporting, illustrating the bidder's understanding of the project and the information we need to collect.</p> <p>Understanding of best ways to communicate with stakeholders and the potential benefit stakeholders could bring to the project</p>	10%
1.5	Technical expertise [2500 words]		Section Weight 25%

1.5.1	<p>Demonstrate your organisation's expertise in, and understanding of, generative AI.</p> <p>Provide examples of which generative AI tools may you use to test the education use cases, and why you expect these models to be effective (your list may include generic generative AI and education specific tools). This list need not be exhaustive as it may need to be modified depending on the development of specific use cases, but should illustrate a sufficiently sound methodology for approaching this selection.</p> <p>[500 words]</p>	<p>Comprehensive understanding and experience of using generative AI, and its potential applications in the education sector.</p> <p>Significant experience of training generative AI models, showing expertise in this area.</p> <p>Bidder's response includes clear detail on exactly how they will apply their expertise and skills of all the relevant technical specialisms highlighted in the question to this requirement.</p> <p>Bidder demonstrates a full understanding of</p>	5%
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		how these tools will be used, and illustrates a sufficiently detailed methodology for sourcing relevant tools.	
1.5.2	<p>Demonstrate your organisation's skills in, and experience of, successfully training and optimising generative AI across a range of use cases, and how you will apply it to this activity.</p> <p>[500 words]</p>	<p>Successful demonstration that the organisation possesses the required level of expertise to successfully address the requirements of this project, namely training an AI/Machine Learning model to complete education-based tasks.</p> <p>Bidder's response includes clear detail on exactly how they will apply their</p>	5%

		expertise and skills of all the relevant technical specialisms highlighted in the question to this requirement.	
1.5.3	<p>Demonstrate your organisation's skills in, and experience of, the creation of dummy, synthetic or open-source data-sets, and how you will apply it to this requirement.</p> <p>[500 words]</p>	Successful demonstration that the organisation possesses the required level of expertise to successfully create or source the required data sets, and shows comprehensive understanding of the kinds of data that may be required for this project, as well as any intellectual property considerations that need to be taken into account.	5%

		Clear outline of how this will be applied to the specifics of this requirement.	
1.5.4	Demonstrate your organisation's skills in, and experience of, user testing, management of participants, and event facilitation, and how you will apply it to this activity. [500 words]	<p>Examples of experience in delivering hackathons, user testing, or similar projects with participants.</p> <p>Thorough understanding of the needs of participants, the requirements of this project relating to event coordination, and the data and safeguarding requirements that will need to be in place to protect participants.</p>	5%

1.5.5	<p>Demonstrate your organisation's skills and experience of analysis and producing detailed, useful and meaningful reports based on your findings from analyses, and how you will apply it to this activity.</p> <p>[500 words]</p>	<p>Significant experience of producing high quality reports, particularly in line with DfE standards and templates.</p> <p>Illustration of understanding the requirements of this project in terms of what will need to be published, and suggestions of the relevant content that will be examined as part of this reporting.</p>	5%
1.6 [Non-Scored and For Information Only]	Describe how you will provide access to the trained model to the Department for 12 months post-final report, for the purposes of testing in an Education setting.	The Department expects that this question will be most applicable to suppliers who are licensing an AI product to	0%

		<p>them for contract delivery, or otherwise using their own tool.</p> <p>This question is not scored and will not impact the final score of a bidder's final tender submission . This question is for purely informational purposes only, as the Department is open to any solution that involves use of an AI tool that the Department already has access to, or one that the supplier will grant the Department access to for the purposes of this</p>	
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		discovery project.	
Evaluation Section: Cultural Fit [700 Words]		Section Weighting: 10%	
Ref	Question	Look-Fors	
1.7	Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. [700 Words]	<p>Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none">● your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and● a timed project plan and process, including how you will implement your commitment and by when. <p>Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:</p> <ul style="list-style-type: none">○ timed action plan○ use of metrics○ tools/processes used to gather data○ reporting○ feedback and improvement○ transparency <p>Activities that demonstrate and describe the tenderer’s existing or planned:</p> <ul style="list-style-type: none">● Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.	
Evaluation Section: Commercial Envelope		Section Weighting: [10]%	
Ref	Question		
2.1	<p>Please complete the attached Pricing Schedule document to respond to this question.</p> <p>The below formula will be used to determine bidders’ scores for this section:</p> <p>Item Prices are evaluated using the following equation: (1-(Price Quoted-Lowest Price Quoted)/Lowest Price Quoted)*100.</p> <p>Example: 25% Price Weighting Supplier A 'Overall Price'= £154.50 Supplier B 'Overall Price'= £180.00</p> <p>Supplier A score: (£154.50 /£154.50) x 100 x 0.25 = 25% Supplier B score: (£154.50 / £180.00) x 100 x 0.25 = 21.46%</p>		

Joint Schedule 11

Status of the Controller 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA.

A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.

3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the: (i) nature of the data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information);

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

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

6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and

any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

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

10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:

- (a) notify the Controller in writing of the intended Subprocessor and Processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend

the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are: [Insert Contact details]

1.2 The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: <ul style="list-style-type: none">● Responses to the DfE's Call for Evidence on Generative AI in Education
Duration of the Processing	25/09/2023-24/02/2023
Nature and purposes of the Processing	The contractor will receive and then store this data in order to analyse responses for the building of use cases based on the data, and potentially in order to recruit participants who have agreed to be recontacted. This data will be destroyed at the end of the contract.
Type of Personal Data	Name, email address, job title, job location, opinions on artificial intelligence, use of artificial intelligence
Categories of Data Subject	Members of the public who have provided information on an education based call for evidence via the DfE Citizen Space (teachers, school staff and leadership, edtech providers, etc.)

Plan for return and destruction of the data once the Processing is complete	The data will be destroyed at the end of the contract.
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