

**ENGLISH LANGUAGE TRAINING (ELT)**

**SERVICES DESCRIPTION**

**STATEMENT OF REQUIREMENTS V1.0**

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## Statement of Requirement Acronyms

|           |  |
|-----------|--|
| AA        | Automobile Association   |
| Ab initio | From the beginning (learning a language as a beginner)                 |
| AOB       | Any Other Business   |
| APR       | Annual Performance Review  |
| BL        | Burnham Lecturer (Authority teacher)                                   |
| BPSS      | Baseline Personnel Security Standard                                   |
| CDO       | Contract Designated Officer  |
| CEFR      | Common European Framework of Reference for Languages                   |
| CELTA     | Certificate in English Language Teaching to Adults                     |
| CertTESOL | Trinity Certificate in Teaching English to Speakers of Other Languages |
| CI        | Continuous Improvement   |
| CM        | Contract Manager   |
| CMT       | Contract Management Team   |
| CPD       | Continuous Professional Development                                    |
| CP&F      | Contracting, Purchasing & Finance                                      |
| CV        | Curriculum Vitae   |
| DBS       | Disclosure and Barring Service   |
| DCLC      | Defence Centre for Languages and Culture                               |
| DCPP      | Defence Cyber Protection Partnership                                   |
| DE        | Defence Engagement   |
| DefAc     | Defence Academy  |
| DELTA     | Diploma in English Language Teaching to Adults                         |
| DipTESOL  | Trinity Diploma in Teaching English to Speakers of Other Languages     |
| DSAT      | Defence Systems Approach to Training                                   |
| ELT       | English Language Training  |
| GFA       | Government Furnished Assets HE   |
|           | Higher Education   |
| HMRC      | His Majesty's Revenue and Customs                                      |
| HRS       | Hours  |
| H&S       | Health & Safety  |
| IELTS     | International English Language Testing System                          |
| INTL GP   | International Group  |
| IPR       | Intellectual Property Rights   |
| ITT       | Invitation to Tender   |
| JSP       | Joint Service Publication  |
| KPI       | Key Performance Indicator  |
| KSR       | Key Service Requirement  |
| LTS       | Language Training Services   |
| MI        | Management Information   |
| MOD       | Ministry of Defence  |
| MPR       | Monthly Performance Review   |
| MS        | Microsoft  |
| NATO      | North Atlantic Treaty Organisation                                     |
| POC       | Point of Contact   |

|        |  |
|--------|--|
| PPM    | Pence Per Mile   |
| QPR    | Quarterly Performance Review                             |
| RADL   | Record of Actions & Decisions                            |
| SBL    | Senior Burnham Lecturer (Authority Head of Department)   |
| SC     | Standard Contracting                                     |
| SDS    | Status Determination Statement                           |
| SLP    | Standardised Language Proficiency                        |
| SME    | Subject Matter Expert                                    |
| SOR    | Statement of Requirements                                |
| SOT    | Statement of Training                                    |
| SQEP   | Suitably Qualified and Experienced Person                |
| SR     | Service Requirement                                      |
| STANAG | Standardised Agreement (NATO STANAG 6001)                |
| T&C    | Terms & Conditions                                       |
| T&S    | Travel & Subsistence                                     |
| TBL    | Task-Based Learning                                      |
| TEL    | Technology Enhanced Learning                             |
| TOF    | Tasking Order Form                                       |
| TUPE   | Transfer of Undertakings Protection of Employment Rights |
| VfM    | Value for Money  |
| VOP    | Variation of Pricing                                     |

## **SECTION 1 – OVERVIEW OF THE LANGUAGE TRAINING SERVICE**

### **1.1 Overview**

The Defence Academy (DefAc) is responsible for developing the intellectual edge needed to support Defence Outputs. As part of International Group (Intl Gp), the Defence Centre for Language and Culture (DCLC), hereon referred to as the Authority, contributes to this vision through the delivery of English Language Training (ELT) to overseas military personnel in preparation for attendance at flagship UK Staff courses and as part of a wider Defence Engagement (DE) agenda.

### **1.2 Background**

The Authority provides British military ELT to self-funding and UK sponsored international military personnel and civilian officials. ELT provision is recognised as a vital tool for promoting international security cooperation, strengthening international peace and stability, and supporting wider British interests.

ELT is demand-led. As such, the scope of the requirement may fluctuate. While some of DCLC's ELT requirements are delivered by permanent Civil Servant Burnham Lecturers (BLs) and military personnel, delivery capacity is augmented when needed with commercially contracted tutors (hereon referred to as tutors). The Provider is required to have the capability, capacity and flexibility to support the DCLC permanent delivery team when required and tutors are expected to work collaboratively and in partnership with the Authority's BL team.

An estimate of the likely annual tutor requirement can be found at **SR 1.1** based on previous training years (1 Apr – 31 Mar). In most cases, tutors are required to teach for the duration of the courses outlined (i.e between 4 - 12 weeks), however there can also be a requirement for tutors to provide ad-hoc sickness and holiday cover, as well as additional support during busy periods.

### **1.3 Location**

Courses listed in **SR 1.1** are administered and delivered in the DCLC, located at the Defence Academy of the United Kingdom, Shrivenham, Wiltshire, SN6 8LA.

DCLC also support the delivery of bespoke ELT for external units located at Ministry of Defence (MOD) sites across the UK and locations overseas.

#### **1.4 Scope of Service Requirement**

The Language Training Services (LTS) described in this Statement of Requirements (SOR) are intended to equip overseas students with essential military English language skills.

The Authority considers achievement of the following outputs to be a key indicator of the success of the LTS:

- To deliver high-quality language training that is focused on agreed output standards, aligned to the NATO STANAG 6001 (Ed. 5) framework (**SR 1.3**)
- To deliver using learning methods appropriate to learning outcomes, exploiting technology and innovation where effective and efficient (**SR 1.4 & SR 1.5**)
- To deliver course content provided by the Authority.
- To contribute to a culture of Continuous Professional Development (CPD) and striving for excellence in language training. (**SR 2.3, 2.4 & 2.5**)
- To promote a diverse, inclusive and student-centred learning environment. (**SR 1.5**)

#### **1.5 Duration**

DCLC requires a 2-year contract for the provision of ELT. There is the potential of two optional years on a + 1 + 1 basis and based on performance and financial considerations. The Authority reserves the right not to evoke the extension options. The indicative Contract start date is the 1st of April 2024.

### **SECTION 2 SCOPE OF SERVICE DELIVERY**

**2.1** This section of the document details the service that the Provider shall deliver. The Key Service Requirements (KSRs) listed below provide an overarching description of what the service is designed to achieve.

The KSRs are underpinned by a series of Service Requirements (SRs) which provide further detail on the precise services the Provider is required to deliver.

**KSR 1 – Delivery of Language Training Services.** The Provider will ensure that tutors design, deliver and assess a portfolio of ELT courses to meet Authority requirements in accordance with the NATO STANAG 6001 (Ed.5). Training will be delivered in close cooperation with the Authority and will leverage a range of modern and innovative teaching methods and media.

**KSR 2 – Quality.** The Provider will ensure that language training is delivered by suitable, qualified, experienced personnel (SQEP) who use the latest teaching approaches to optimise student experience and performance.

**KSR 3 – Governance, Management and Reporting.** The Provider will be expected to resource and have appropriate capability and capacity to support, deliver and manage the contract, including mobilisation and delivery.

**KSR 4 – Security and Information Assurance.** The Provider will ensure that tutors meet the security and information assurance requirements for delivering ELT.

**KSR 5 – Tasking Order Form.** The Provider will follow the Authority ordering process, responding to the specific requirements set out in the Tasking Order Form (TOF).

**KSR 6 – Cancellations & Deferment.** The Provider will adhere to the Authority's cancellation and deferment processes and policies.

**KSR 7 – Travel & Subsistence and Accommodation.** The Provider will be required to submit rates based on inclusive of T&S and excluding T&S, within the Pricing Schedule, for Face to Face, Online, and design & development of course material and assessments. The Authority will award the contract based on the option that is most Value for Money (VfM) for Defence. If the Authority chooses to award the contract excluding T&S, all claims will be in line with MOD policy in line with (**ANNEX F**). The Provider will be required to submit rates based on excluding T&S within the Pricing Schedule for on-line delivery. The Authority will be awarding the contract for online delivery excluding T&S.

**KSR 8 – Mobilisation.** The Provider will carry out mobilisation activities to ensure capability and capacity to deliver the contract from 1st April 2024.

## **KSR1 – Delivery of Language Training Services**

### **SR 1.1 The Provider shall supply English language tutors to support the delivery of a range of courses**

The Authority has a requirement for ELT throughout the year, delivering an extensive range of courses.

The table below provides a summary of ELT courses typically delivered within a training year (1 Apr – 31 Mar) at DCLC. This information is included for illustrative purposes, to give an indication of the scope of the service required. There are no guaranteed commitments on usage for this requirement.

| <b>Course Title</b>                                     | <b>No. of courses per year</b> | <b>No. of Students</b> | <b>Duration (weeks)</b> | <b>No. of Contractors per course</b> | <b>Month (*subject to change)</b> |
|---|--------------------------------|------------------------|-------------------------|--------------------------------------|-----------------------------------|
| Pre-Royal Military Academy Sandhurst Phase A (Pre-RMAS) | 3                              | 10 – 25                | 10                      | 1                                    | Feb, June, Sep                    |
| Pre-Advanced Staff & Command Course (Pre-ACSC)          | 1                              | 50                     | 12                      | 5                                    | May                               |
| Pre-Royal College of Defence Studies (Pre-RCDS)         | 1                              | 30                     | 6                       | 2 -3                                 | July                              |
| Standardised Language Proficiency (SLP) 3               | 1 – 3                          | 10 - 15                | 4                       | 1 - 2                                | Jan, April, Oct (*)               |

|  |       |         |    |       |          |
|--|-------|---------|----|-------|----------|
| SLP 4                                  | 1     | 5 – 10  | 4  | 1 - 2 | Oct (*)  |
| British Military English Course (BMEC) | 2 – 3 | 15 - 25 | 12 | 1 - 2 | Jan, Sep |
| Train The Trainer (TTT)                | 1     | 6 – 10  | 4  | 1     | Feb (*)  |

**Pre-RMAS Phase A-** Prepares international students for the challenges they will face as Officer Cadets at the Royal Military Academy Sandhurst.

The 10-week course is delivered three times a year, commencing in February, May and September. Content includes British military English and task-based learning, general English language acquisition across all four skills (Listening, Speaking, Reading and Writing), plus an introduction to essay writing and presentation skills. Tutors work closely with military personnel in the preparation and delivery of this course.

Officer Cadets are usually 18 – 25 years of age, with limited to extensive military experience. Output standard NATO STANAG 6001 (Ed. 5) SLP 2.

**Pre-ACSC** - Prepares mid to high-ranking international officers (Major – Colonel) and civil servants for the academic rigours of the Advanced Command and Staff Course (ACSC).

The 12-week intensive course includes academic writing, critical thinking, policy analysis, presenting skills, and leading and participating in debates and seminars.

Officers on Pre ACSC are exposed to materials that complement ACSC and are given the opportunity to familiarise themselves with higher-level English vocabulary around a wide range of topics, such as politics and ideologies, international relations, current affairs and military ethics.

Output standard NATO STANAG 6001 (Ed. 5) SLP 3.

**Pre-RCDS** - Prepares high-ranking military personnel (Lieutenant Colonel and above) for participation on the Royal College of Defence Studies (RCDS) course.

The 6-week course is designed to expose personnel, already operating at NATO STANAG 6001 (Ed. 5) SLP 3/ 4 to a wide range of advanced topics such as strategic thinking and leadership, politics and ideology, critical thinking, analysis of policy and current affairs; all delivered in lecture and seminar format. Tutors are expected to provide guidance on all aspects of post-graduate study.

No required output standard.

**SLP3** - An intensive 4-week refresher course for international military personnel and civil servants already operating at NATO STANAG 6001 (Ed. 5) SLP2+/ 3 level. The course can be delivered any time of year.



Content is driven towards exam preparation, focusing on higher-level listening, speaking, reading, writing and grammar. Personnel attending this course must successfully attain an SLP3 grade to promote/ deploy.

Output standard NATO STANAG 6001 (Ed. 5) SLP 3.

**SLP4** - An intensive 4-week refresher course for international military personnel and civil servants, already operating at NATO STANAG 6001 (Ed. 5) SLP 3/3+ level.

Content is driven towards exam preparation, focusing on advanced listening, speaking, reading, writing and grammar. Materials used are authentic, drawing on high-level academic topics and current affairs, and are relevant to personnel working in a military environment.

Output standard NATO STANAG 6001 (Ed. 5) SLP 4.

**BMEC** – A 12-week course designed to enable international military personnel and civil servants to communicate confidently and effectively in Defence and social contexts.

Content includes the acquisition and development of listening, speaking, reading and writing skills, grammar, vocabulary and presentation skills; some of which is delivered via taskbased military scenarios.

Output standard NATO STANAG 6001 (Ed. 5) SLP1 – 3.

**TTT** - A 4-week course aimed at non-native English language instructors working in Defence.

TTT is designed to refresh and improve teaching skills, as well as address best practice in NATO STANAG 6001 (Ed. 5) English language assessments. Areas covered include classroom management, teaching approaches and methodologies, exploiting materials and the use of military realia.

TTT can be delivered any time of year, based on demand.

No required output standard.

It is preferred that tutors nominated for this course have a DELTA/ DipTESOL qualification.

**Bespoke** – In addition to the courses outlined above, there are also on-demand bespoke courses. Durations, groups sizes and output standards for Bespoke courses vary depending on training requirements. Bespoke courses can take place at DCLC, other MOD locations in the UK and overseas.

## **SR 1.2 The Provider will supply tutors to deliver to variable class sizes**

ELT courses differ in terms of group sizes which can include, but are not limited to:

- Individual, one-to-one
- Small groups, 2 - 5 students
- Standard language-learning groups, 6 – 14 students
- Larger presentational groups – up to 50 students

### **SR 1.3 The Provider shall supply tutors to conduct assessments in line with NATO STANAG 6001 (Ed.5)**

The Authority measures language proficiency according to the NATO STANAG 6001 (Ed. 5) Framework which includes five levels of proficiency, as follows:

SLP0+ Introduction to language  
 SLP1 - Survival  
 SLP2 – Functional  
 SLP3 - Professional  
 SLP4 - Expert  
 SLP5 - Native Level

The framework enables individuals to be allocated a level for each language skill area (Listening, Speaking, Reading and Writing) in the format of a Standardised Language Profile (SLP).

Full details on the STANAG can be found at the following link:

<https://www.natobilc.org/documents/TrainingResources/STANAG%206001%20Overview%20Feb%202019.pdf>

For additional reference, refer to the Common European Framework of Reference for languages (CEFR)

[The CEFR Levels - Common European Framework of Reference for Languages \(CEFR\) \(coe.int\)](http://www.coe.int/t/t09/Linguistic/CEFR/CEFR.asp)

For equivalences to the NATO STANAG 6001 Proficiency Descriptors, refer to: [Language test equivalence table FINAL2011.pdf \(nato.int\)](#)

Tutors will be required to invigilate, mark, second mark and moderate all language skills on Entry, Mock and Final assessments.

The Provider is responsible for ensuring tutors fully understand the NATO STANAG 6001 (Ed. 5) SLP Descriptors prior to nomination. The Authority is responsible for ensuring tutors are verbally briefed on the assessment process before the execution of any assessment tasks.

### **SR 1.4 The Provider shall deliver language training utilising varying modalities of delivery**

ELT courses are classroom-based and face-to-face. However, the Authority may require elements of online synchronous and asynchronous delivery.

|              |   |
|--------------|---|
| Face to Face | Classroom-based delivery where tuition takes place face to face |
|--------------|---|

|        |  |
|--------|--|
|        | Task based learning e.g. visits to relevant cultural locations to complete practical language related tasks in the real world  |
|        | Blended classroom - A method that combines digital media / technology with traditional classroom methods   |
|        | Online synchronous delivery - Tuition takes place online using an appropriate platform, typically MS teams   |
|        | Flipped classroom - Reverses the traditional learning environment by delivering instructional content, often online, outside of the classroom. The idea is that students learn the theory before applying it in the classroom  |
| Online | Virtual classroom - An online classroom that allows participants to communicate with one another, view presentations or videos, interact with other participants and engage with resources in work groups. This could be delivered on Conference platforms such as MS Teams, or online learning platforms such as Moodle |

### **SR 1.5 The Provider shall supply tutors who adopt a modern and engaging approach to language training which promotes active participation by students**

Tutors must adhere to the Authority's approach to student participation in lessons to optimise learning outcomes and boost achievement levels. The approach emphasises students' ability to communicate and applies the following basic principles:

- Teaching is student-centred and places emphasis on interaction between students in the classroom
- Teaching emphasis is placed on communication as opposed to correction
- Classroom activities are relevant, targeting students' language needs. This emphasis on the purposeful use of language means that activities have a specific aim in mind and tutors use carefully selected authentic materials wherever possible
- A knowledge of grammar is essential for effective communication; however, it does not form the centre-point of the course and is taught as it naturally occurs in communicative activities rather than out of context
- Student motivation is maximised by making lessons relevant and engaging

In conjunction with the principles above, the table below provides a summary of the teaching methodologies which form part of the Authority requirement.

|                           |  |
|---------------------------|--|
| Peer led                  | Students are allocated a topic and subsequently deliver the lesson to their peers                      |
| Task Based Learning (TBL) | Focuses on completion of tasks, applying language students already have. The aim is to promote fluency |

|                        |   |
|------------------------|---|
| Inductive Learning     | Students discover the grammar rules and meaning of vocabulary themselves by exploring examples provided by the tutor  |
| Principled Eclecticism | Freely moving between approaches / methodologies to best suit the lesson / activity / students  |
| Game Based Learning    | Students take part in game-based activities, with a competitive element, which require them to either acquire new target language or demonstrate / practice their existing knowledge and skills           |
| Flipped Classroom      | Reverses the traditional learning environment by delivering instructional content, often online, outside of the classroom. The idea is that students learn the theory before applying it in the classroom |

### **SR 1.6 The Provider will supply tutors who undertake a range of supporting nonteaching duties where required by the Authority**

Tutors will primarily be required to teach; however, they will also be required to undertake routine tasks within their contracted hours including, but not limited to:

- Lesson preparation
- Lesson material development. Materials produced by the Provider will be classed as Foreground IPR in accordance with condition **46.1** of the Contract
- Set and correct homework submitted by students
- Assess student progress on a regular basis using material provided by the Authority
- Write Progress Reports, using a template provided by the Authority
- Identify students who fall behind the learning curve and communicate this to the course Point of Contact (POC) named in the Tasking Order Form (TOF) (**APPENDIX B**)
- Provide individual tutorials with guidance on academic study, supporting materials and reference sources
- Assist with the management of all examinations (entry, mock and final) and marking of submissions as required
- Write End of Course Student Reports using templates provided by the Authority and participate in Post-Course Discussion
- Accompany students on British civilian and military culture trips
- Attend Authority staff/ course meetings to offer ideas on areas for improvement.
- Attend sessions/ workshops (online or face to face) which form part of the Authority's CPD programme

### **SR 1.7 The Provider will supply tutors to design and develop course materials to support delivery of bespoke courses**

The Authority will occasionally require tutors to design and develop new course materials (either units or full courses) to meet bespoke requirements. These tasks are entirely driven by customer demand for ELT i.e. the specific needs of overseas military organisations. By way of illustration, a previous bespoke design task required the Provider to develop a 12-week Military English course at SLP2 with a specific focus on language required by Officers from the Gulf region. Bespoke ELT requests are directly influenced at a strategic level by

MOD policy on Defence Engagement and as such there are no guaranteed commitments on usage for this requirement.

Specific detail of the requirement will be outlined the within the Authority Tasking Order Form (TOF) at **Appendix B**, along with clear timelines and milestones (where applicable). Where a specific format or standard is to be used this will also be stipulated within the TOF and the relevant templates provided by the Authority.

The TOF will state the number of hours / half days / full days the Authority deems it necessary to complete the work, with longer durations allocated to more complex requests.

Tutors are typically requested to design and develop materials including, but not limited to:

- Scheme of Work; a comprehensive plan that outlines the structure, content, objectives and sequence of lessons, overview of the topics, skills and grammar points that will be covered, along with a list of learning resources to support teaching and learning process.
- Lesson plans; providing clear instruction, timings and links to materials (in line with the Authority's approach to delivery **SR 1.5**)
- Materials relevant to the course / Materials in line with NATO STANAG 6001 (Ed. 5) **SR 1.3**

Course material design tasks will be overseen and quality checked by the Authority, typically an SBL, BL and/or Course Manager. Payment will take place once the Authority formally approves the material in line with set deadlines as outlined in the TOF.

Materials produced by the Provider will be classed as foreground IPR in accordance with Condition **46.1** of the Contract.

### **SR 1.8 The Provider will supply tutors to create NATO STANAG 6001 (Ed. 5) SLP assessments**

The Authority may require tutors to create formal assessments to measure student proficiency in line with NATO STANAG 6001 (Ed. 5) (**SR 1.3**).

Where tutors are required to create formal assessments, the TOF will outline specific detail, including the skill (Listening, Speaking, Reading, Writing), level (NATO STANAG 6001 (Ed. 5)), and allocated hours/ half days/ full days the Authority deems it necessary to complete the work.

Assessment material design tasks will be overseen and quality checked by the Authority, typically an SBL, BL and/or Course Manager. Payment will take place once the Authority formally approves the material in line with set deadlines as outlined in the TOF.

### **SR 1.9 The Provider will supply tutors who will adhere to the requested working hours**

The Provider shall supply tutors on an hourly, half day or full day basis. At DCLC, these are:

A half day is either 0830-1230 or 1300-1700

A full day is 0830-1230 and 1300-1700

Timings may vary at other MOD locations within the UK and overseas locations

During contracted working hours tutors are expected to teach and carry out routine nonteaching duties as outlined in **SR 1.6**

This should be reflected in Appendix C – Pricing Schedule. Please note that Appendix C is a separate document and not contained within the SOR.

Dates and number of hours/ half days / full days for each request will be specified within the Tasking Order Form (TOF) (**Appendix B**).

#### **SR 1.10 The Provider shall supply back-up provision in the event of planned and unplanned tutor absences**

Planned absences must be clearly articulated in Part 2 of the TOF (**Appendix B**) when submitting CV nominations and the Provider must supply cover suggestions for the absence.

Once selected, a tutor is committed to the dates stated in the TOF. If absence is required (e.g. medical appointments etc.) once the course has started, the Authority requires a minimum of 5 working days' written notice. The Provider will be expected to liaise with the Authority POC named in the TOF, to discuss contingency plans and arrange a replacement tutor if required.

In the event of unplanned absences (e.g. illness), tutors must notify both the Provider and the Authority by email no later than 0800hrs on the day of the absence. The Provider will be expected to liaise with the appropriate Authority POC to discuss contingency plans and arrange a replacement tutor if required.

Where a replacement tutor is required, they are to be sourced within two working days of initial notification of tutor absence.

In the event that the Provider is unable to supply a replacement tutor, or the Authority does not require a replacement tutor, the Authority has no obligation to pay for the booked service.

### **KSR 2 – Quality**

#### **SR 2.1 The Provider shall ensure tutors are familiar with the principles of the Defence Systems Approach to Training (DSAT)**

All Training and Education within the Authority is governed by DSAT as set out in JSP 822. DCLC have systems and processes in place to ensure DSAT compliance, managed by the military staff. While the provider is not required to have an in-depth understanding of JSP 822, they are expected to ensure that tutors have an overall awareness of the DSAT process, its core principles and how it is applied within DCLC.

To enable this, during mobilisation the Authority will provide a DSAT overview in the form of a short (max 30 minutes to complete) video or written briefing. This will be provided to the provider and will not require access to Authority systems. The provider will be expected to ensure that all tutors working on the contract have completed the mandated DSAT briefing as part of the provider induction process. Completion data is to be included within the

quarterly Management Information (MI) reports (**SR 3.3**). Any costs relating to tutor time to complete the briefing are to be borne by the Provider.

Further details on DSAT can be found at the link below:

[Defence direction and guidance for training and education \(JSP 822\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/defence-direction-and-guidance-for-training-and-education-jsp-822).

## **SR 2.2 The Provider shall supply skilled, qualified and experienced professionals (SQEP) to deliver ELT**

Tutors must possess, as a minimum, a CELTA or CertTESOL qualification to teach English as a foreign language. The Provider must verify the qualifications and the Authority reserves the right to request sight of qualifications at any time.

Tutors who are nominated for a course, will have their CV (**ANNEX A**) assessed by the Authority, using the Tutor CV Evaluation Matrix and Evaluation Process (**ANNEX B**). Tutors with the highest CV Evaluation Matrix scores will be selected.

In the event of two or more CVs scoring equally, the Authority will select the nomination offering the best Value for Money (VfM).

## **SR 2.3 The Provider shall ensure tutors undertake quarterly Continuous Professional Development activities in accordance with direction from the Authority**

The Provider shall develop a programme of quarterly Continuous Professional Development (CPD) events for tutors within one month of contract award, focusing on areas of interest identified by the Authority (**SR 3.3**). Attendance at these events is to be recorded and evidence of completion provided to the Authority (**ANNEX C**), together with any supporting delivery materials, in line with **KPI 3**. The Authority's lead for CPD reserves the right to attend these events for quality assurance purposes.

CPD priorities and areas of interest for Year 1 of the contract will be agreed during mobilisation and subsequently at the Annual Performance Review. They will be reviewed at the Quarterly Performance Review. Any costs relating to CPD are to be borne by the Provider.

As detailed in **SR 1.6**, tutors may also be requested to attend CPD sessions being run by the Authority.

## **SR 2.4 The Provider shall ensure tutors meet the expected standard of conduct**

Tutors will be embedded within the Authority's ELT team and, as such, will be working in close partnership with the SBL, BLs and military staff. Tutors are therefore expected to demonstrate positive and collaborative ways of working at all times.

Tutor conduct/ professionalism will be monitored by the individuals within the Authority who directly oversee tutors on a day-to-day basis. Areas of focus are likely to include communication, collaboration with colleagues (Authority and other tutors), punctuality, record-keeping and professionalism. The criteria within the Tutor Conduct Evaluation Form

(**ANNEX D**) are indicative at this stage and may be adapted into a Balanced Scorecard. This will be agreed during Mobilisation Phase. Any issues identified will be raised through the governance and reporting structures described within **SR 3.3**.

Where the Authority feels that tutor conduct is of concern, the Authority has the right to raise this with the Provider outside of the normal review structure. The outcome will be determined on a case-by-case basis and in exceptional circumstances, the Authority reserves the right to request dismissal of the tutor.

### **SR 2.5 The Provider shall ensure tutors meet the expected quality of delivery**

The Authority will conduct four tutor observations every Quarter subject to demand. This will assess the quality of the training being delivered (**SR 1.5**). The Tutor Observation Form report (**ANNEX E**) will be shared with the Provider and used as a measure for **KPI 2**. Notice of observation of tutors may or may not be given.

The highest score possible is 24 points and the minimum standard is 18 points. Where an individual tutor scores lower than the minimum required standard of 18 points the Authority has the right to raise this with the Provider outside of the normal review structure. The outcome will be determined on a case-by-case basis and in exceptional circumstances, the Authority reserves the right to request dismissal of the tutor.

Any performance issues related to observations will be raised through the governance and reporting structures described within **SR 3.3**.

## **KSR 3 – Governance, Management and Reporting**

### **SR 3.1 The Provider will be expected to resource and have appropriate capability and capacity to support, deliver and manage the Contract**

The Provider will be required to have appropriate capacity and capability for successful delivery of the ELT contract through mobilisation and delivery.

### **SR 3.2 The Provider will be expected to work with the Authority and play an active role in management of the service and performance through established governance and management structures and processes**

The resource will be responsible for the conduct of business for the duration of the contract and shall be suitably senior in the management organisation of the Provider. The Provider shall identify a designated person to interface with the Authority Contract Designated Officer (CDO) and Contract Management team (CMT). The designated person will hold appropriate



delegations and authorisations to ensure Key Performance Indicators (KPIs) are met. This is a critical role, and the Provider is to provide alternative POC details to ensure resilience and continuity in the case of absence.

### **SR 3.3 The Provider shall actively participate in all contract meetings in order to enable evidence-based discussion on the performance of the contract**

Governance and management of the contract will be achieved through close, day to day Authority and Provider collaboration, together with a hierarchy of formal meetings which will be scheduled monthly for the first six months of the contract and quarterly thereafter. These meetings will be Performance Reviews as described in the table below.

All contract meetings will be chaired by the Authority who will schedule meetings and distribute the relevant agendas and Record of Actions and Decisions (RADL). The Provider will be required to attend all contract meetings and delegate attendees must be properly briefed and prepared and empowered to make decisions.

The Provider will also be required to compile and submit MI reports prior to the quarterly and annual performance reviews to enable data-driven analysis of contract performance against agreed KPIs. Reporting on a quarterly basis will ensure that any underperformance is captured early so action can be taken to rectify prior to the next reporting period. It is the responsibility of the Provider to collect, collate, analyse and report to the Authority in the required format.

|  |   |  |  |
|--|---|--|--|
| Meeting  | Monthly Performance Review (MPR).<br>These meetings are to be held on a monthly basis for the first six months of the contract.     | Quarterly Performance Review (QPR)   | Annual Performance Review (APR)  |
| Purpose  | Focused primarily on routine operational matters  | Focused on addressing operational matters which need to be escalated and review of quarterly MI report   | A strategic meeting to include a reflective review of previous year and a strategic discussion of the way ahead.   |
| Location & Timing  | Online<br>During first 6 months: April, May, June, Jul, Aug, Sept 2024<br>Thereafter: Move to Quarterly                             | Online<br>Oct, Jan, July   | DCLC, Shrivenham<br>April  |
| Chair  | Authority CMT   | Authority CMT  | CDO  |
| Attendees (may change with agreement between Authority and Provider) | Authority Commercial Compliance<br>DCLC ELT representative<br>Provider CM<br>Any other Authority/Provider staff as deemed necessary | Authority CM<br>Authority Commercial Compliance)<br>DCLC ELT representative<br>DCLC Business Management<br>Provider CM<br>Provider representatives<br>Any other Authority/Provider staff as deemed necessary | Authority CDO<br>Authority CM<br>Commercial Compliance<br>DCLC ELT representative<br>DCLC Business Management<br>Provider CM<br>Provider representatives<br>Any other Authority/Provider staff as deemed necessary |

|   |  |  |   |
|---|--|--|---|
| Standing Agenda (may change with agreement between Authority and Provider)        | Introduction<br>Review of actions/decisions log<br>Invoicing update<br>Tutor Conduct Evaluation<br>Items for escalation to QPR AOB<br>Date of next meeting | Introduction<br>Review of actions/ decisions log<br>Review of quarterly MI reports and performance against KPIs<br>Tutor Conduct Evaluation Review and update joint risk register<br>Summary of incoming Taskings<br>Finance Update<br>AOB<br>Date of next meeting | Introduction<br>Review of actions/ decisions log<br>Annual review of MI reports and performance against KPIs Tutor Conduct Evaluation<br>Review of DCLC Statement of Training requirement (SOT) for next Training year/ Financial year<br>Strategic objectives for CI<br>CPD themes<br>Review and update joint risk register<br>AOB |
| Reports within 5 working days post meeting  | Record of Actions and Decision Log   | Record of Actions and Decision Log   | Record of Actions and Decision Log  |
| Provider information to be provided a minimum of 10 working days prior to meeting | Specific areas for discussion (if relevant) to enable prior preparation. By email to Authority CM.   | The report is to present data relating to all KPIs in graphical format and shall show previous reported results, themes and trends.<br>Report format to be agreed during mobilisation.   | The report is to present data relating to all KPIs in graphical format with a supporting narrative and shall show previous reported results, themes and trends looking back over previous quarters and years.<br>Report format to be agreed during mobilisation.  |

The Authority reserves the right to call extraordinary Performance Reviews at any point during the Contract should it be deemed necessary. In these circumstances, the Authority will give the Provider 10 working days' notice (**KPI 4**).

### **SR 3.4 The Provider will monitor ELT delivery for the purpose of identifying and implementing Continuous Service Improvement (CSI) throughout the life of the contract.**

CSI aims to encourage innovation and support the ongoing improvement in the quality and cost-effectiveness of service provision and help improve overall Value for Money (VfM) for the Authority. Recommendations for CSI, along with details of any associated additional costs, are to be presented within the Annual MI report (**SR 3.3**) for review and discussion at the APR.

### **KSR 4 – Security and Information Assurance SR 4.1 The Provider will ensure all tutors nominated hold the appropriate level of clearance required for this contract**

All tutors must be security checked to a minimum of Baseline Personnel Security Standard (BPSS) and hold an in-date Disclosure and Barring Service (DBS) check prior to nominating tutors.

All costs relating to security clearance to BPSS level are to be borne by the Provider.

#### **SR 4.2 The Provider shall follow the correct procedure and timelines to facilitate booking tutors onto training locations**

The Provider is responsible for providing the Authority with all necessary details to facilitate booking tutors onto site. This will typically include Surname; Forename; Nationality; Additional Nationalities (if held); Date of arrival; Expected Date of Departure; Security Clearance level held. This applies equally to all tutors and to Provider personnel.

For routine orders, the Provider must submit all relevant paperwork no later than 5 working days' prior to entering the site. Urgent requests will be facilitated by the relevant Authority POC named in the TOF, where applicable.

#### **SR 4.3 The Provider shall instruct and take all necessary measures to ensure information security**

The Provider shall ensure that all staff and tutors do not discuss any details of the contract, courses or student details with any external agencies/organisations/individuals and do not post any such information on any social or other media platforms. All tutors and Provider personnel are to comply with The Data Protection Act 2018 and any suspicious circumstances relating to sharing of Authority information must be reported immediately by the Provider to the Authority CDO who will escalate to the relevant Site Security Officer.

Tutors delivering at DCLC Shrivenham, who require access to Academy Net 2 (AN2) for the first time will be given a 30-minute awareness briefing by DefAc iHub. The Course Manager or Senior Burnham Lecturer (SBL) will facilitate this briefing during the tutor's paid delivery hours.

#### **KSR 5 – Tasking Order Form KSR 5.1 The Provider will implement the Authority Tasking process**

The tasking process for ELT uses the Tasking Order Form (TOF) at (**Appendix B**) and comprises four parts as follows:

Part One (Initial Request) – will be filled out by the Authority POC outlined in the TOF and sent to the Provider. This will include as much detail as possible, including dates the tutor is required, the output level and the number of students.

Part Two (Provider Response) –The response will be filled out by the Provider and sent to the Authority with CVs of nominated tutors by the agreed date as per the TOF and in accordance with the timelines outlined in **SR 5.2**. The Provider must include all T&S costs (if the Authority chose to award excluding T&S. All claims must be in line with MOD policy) and if any dates nominations are unavailable.

Part Three (Confirmation) – once the CVs have been sifted using the process outlined at **SR 2.2** and the Sifting Criteria at **ANNEX B**, the Authority will complete and return Part 3 within 5 working days of the sift date. The response will detail the selected tutor and any other information the Provider / selected tutor(s) need to know.

Part Four (Amendment) – any amendments to the original request (Part One) will be communicated to the Provider by completing this part of the form. Additional tabs will be added for each new amendment.

More detail on the Tasking process and response times for completion can be found embedded within the TOF at **Appendix B**.

#### **SR 5.2 The Provider shall acknowledge receipt of TOFs within one working day**

Taskings shall normally be submitted a minimum of 15 Working Days prior to the sift date specified in the TOFs. However, on occasion the Authority may not be able to provide 15 Working Days' notice. These will be treated as Urgent.

The Provider is to acknowledge receipt of the TOFs by email within one working day of receipt.

#### **SR 5.3 The Provider shall nominate tutors in accordance with the TOF**

A minimum number of 2 x tutor CVs are required for each position unless otherwise stated on the TOF. For example, if a TOF specifies two positions as a requirement, the Provider shall submit a total of four CVs. **(KPI 1)**

The tutors nominated must meet the SQEP requirements outlined **(SR 2.2)**.

#### **KSR 6 – Cancellations & Deferment SR 6.1 The Provider will process cancellation requests in line with Authority terms**

Should the Authority cancel a language training course or hour/ half day/ full day, written notification will be supplied to the Provider at the earliest possible opportunity. Cancellation terms are as follows:

Cancellation within one (1) Working Day before the start of/ during training delivery – the Authority shall be liable to the Provider for 100% of the charges due for the first week, or the total duration of the training, whichever is the lesser amount.

Between two (2) Working Days and three (3) Working Days before the start of training the Authority shall be liable to the Provider for 60% of the charges due for the first week of training, or the total duration of training, whichever is the lesser amount.

Between four (4) Working Days and five (5) Working Days before the start of training the Authority shall be liable to the Provider for 30% of the charges due for the first week of the training, or the total duration of the training, whichever is the lesser amount.

The Authority shall not be liable to the Provider for any charges if it cancels a requirement more than five (5) Working Days prior to the start of/during the training.

## **SR 6.2 The Provider will process deferment requests in line with Authority terms**

Should the Authority defer a language training course or hour/ half day/ full day, written notification will be supplied to the Provider at the earliest possible opportunity. Deferment terms are as follows:

If a course is deferred by 10 working days or more, the Authority is liable to the Provider for 100% of the tuition charges for the first week of training, or the total duration of the training, whichever is the lesser amount.

If a course is deferred by between 6 – 9 working days, the Authority is liable to the Provider for 50% of the tuition charges for the first week of training, or the total duration of the training, whichever is the lesser amount.

If a course is deferred by 5 working days or less, the Authority is not liable to the Provider for any charges.

The Authority will reimburse expenses, within reason and based on actuals, incurred by the Provider's tutor for any deferred course.

## **KSR 7 Travel & Subsistence (T&S) & Accommodation 7.1 The Provider shall ensure any claims for T&S and accommodation are in line with the contractual terms outlined at (ANNEX F) if the Authority chooses to award this option**

T&S and accommodation rates for the ELT contract have been aligned to MOD Policy (Business Travel Guide) to ensure that reimbursement is fair and reasonable, while prioritising VfM for the Authority.

The Provider shall ensure that tutors are fully aware of, and have accepted, the T&S remuneration available to them prior to their commencement of work on any Tasking.

The Provider shall also ensure that the predicted T&S is included when nominating tutors if the Authority chooses to award on this option. The total predicted at nomination must not be exceeded and all claims are to be based on actuals.

## **SR 7.2 The Provider shall ensure that all T&S claims are checked for accuracy prior to being submitted to the Authority for payment if the Authority chooses to award this option**

The Provider is expected to check all claims and supporting receipts thoroughly to ensure fiscal accuracy before submission to the Authority. This is to avoid nugatory work and enable an efficient approval and payment process.

## **KSR 8 Mobilisation SR 8.1 The Provider will develop a mobilisation plan to enable delivery by 01 April 2024**

The Mobilisation Phase for the ELT contract is critical to the effective and efficient delivery of the service. The Provider will be required to submit a Mobilisation Plan as part of their response to this ITT. This plan should focus on the key activities and milestones for the transition period and demonstrate how the Provider will be ready to deliver the ELT service

from the 1st of April 2024. The Provider shall ensure that the Mobilisation Plan will incorporate, but not be limited to:

- Detailed key activities, outputs, delivery milestones and identification of decision gateways
- The resource plan including the recruitment of teaching and support staff (if required), mobilisation and management
- The management structure and curricula vita of the principal members of the Provider who will be responsible for overseeing and managing mobilisation to enable the delivery of ELT from 1 Apr 2024
- Proposed arrangements for working with the Authority to make optimal use of the Authority team's skills, knowledge and time
- The Provider engagement with the extant ELT provider to ensure the smooth transition of ELT and to minimise risks
- Proposed plan for preparing tutors to deliver language training within a Defence environment and in line with NATO STANAG 6001 (Ed. 5) • The proposed governance, contract and performance arrangements responsible for overseeing the smooth transition of the extant arrangements to the provision of ELT by the Provider

#### **SR 8.2 The Provider will manage mobilisation and track and report progress against the Mobilisation Plan**

A Contract Start-Up Meeting will take place within 5 working days of contract award. This is a critically important meeting (potentially whole day meeting), which will focus on how the Provider will manage outputs during the mobilisation phase and in line with the Mobilisation Plan submitted as part of the Provider's bid (**SR 8.1**). The start-up meeting is to be attended by all key interfacing posts from both the Authority and the Provider and should include, but not be limited to, the following:

- Confirmation of the plan for mobilisation and any changes to be agreed
- What the Provider will require from the Authority
- How the Provider will track progress against the key activities, milestones and decision points in the Mobilisation Plan
- How often and in what format progress against the plan is to be reported
- How often and in what format emerging risks and issues to ELT mobilisation will be escalated

The Start-Up Meeting will also play an important role in establishing positive working relationships and all attendees are expected to attend face to face at DCLC Shrivenham.

Following the Start-Up Meeting, a series of weekly mobilisation meetings will take place to enable more detailed discussion on mobilisation activities, to review progress against the plan and to identify and address any potential roadblocks ahead of contract commencement. These meetings will be online, Provider personnel are expected to attend and to be empowered to make decisions. The agendas for these meetings will be agreed at the Start-Up Meeting and they will be chaired by the Authority CM.

In addition, key Provider staff are expected to be available during the working hours of 0900 – 1700 during the Mobilisation Period.

## SECTION 3 – ADDITIONAL REQUIREMENTS

### Key Performance Indicators

The Authority intends to manage the contract and monitor contractor performance through a series of KPIs, outlined in **Appendix D – Key Performance Indicators**. These KPIs shall apply for the duration of the contract. Full details of the KPIs can be found at **Appendix D – Key Performance Indicators**.

### Pricing

Potential Providers are requested to complete **Appendix C – Pricing Schedule** as part of their tender response. Providers are requested to complete all cells highlighted in yellow to ensure the bid provides a complete breakdown of all associated costs with the Provider's tender proposals.

Providers should note that, in accordance with the Commercial Evaluation Criteria detailed in **Appendix A – Requirements of Response (RoR)**, a failure to complete this Appendix in line with the outlined instructions shall be deemed as a Fail and the Provider will not pass the Commercial Evaluation and will therefore be rejected.

The Provider will be required to submit rates based on inclusive of T&S and excluding T&S, within the Pricing Schedule, for Face to Face and Design, Development & Assessment.

The Authority will award the contract for Face to Face and Design, Development & Assessment based on the option that is most VFM for Defence. If the Authority chooses to award the contract excluding T&S all claims will be in line with MOD policy in line with **Annex F**.

The Provider will be required to submit rates based on excluding T&S within the Pricing Schedule for online delivery. The Authority will be awarding the contract for online delivery excluding T&S.

The Authority will evaluate on a total price for all rates as detailed in **Appendix A** but will award the Contract based on affordability and what option presents most Value for Money (VFM) for the Authority as detailed above.

Providers are requested to provide rates in GBP (£) and rates should be Total Firm Priced for the delivery of all services and requirements, as detailed within this Statement of Requirements (SoR) for Contract years 1-3 (if Contract year 3 is exercised). The rates submitted in the Pricing Schedule will be fixed for year 4 (if year 4 is exercised) of the Contract based on the indexation formula detailed below.

### Indexation

The prices stated in **Appendix C – Pricing Schedule** will be Firm priced for Years 1-3 of the Contract and subject to no price increases. Contract Year 3 is optional and at the discretion of the Authority to evoke. Any such variation of pricing (VOP) from Contract Year 4 (if evoked) shall be calculated in accordance with the following formula / index:

## **Evaluation Criteria**

The Authority will be evaluating the procurement as per the below 4 stage process.

Commercial Compliance / Evaluation – Pass / Fail

Technical/Quality Evaluation – 50%

Price Evaluation – 40%

Social Value – 10%

**Appendix A** Requirements of Response (RoR) / DEFFORM 47 details the specific questions, process and evaluation methodology that will be applied for the ELT evaluation.

## **Government Furnished Assets (GFA)**

The Authority will provide access to the following GFA:

- DCLC Subject Matter Experts to provide guidance on specific tasks and on-site administrative matters
- Facilities at each course delivery site to enable delivery i.e. classroom infrastructure and IT connectivity to facilitate slide sharing and printing
- Read only access to ELT materials stored on the Defence Learning Environment (where applicable)
- Course materials to support delivery of ELT e.g. lesson plans, PowerPoint slides, textbooks etc
- Account login details for Academy Net 2 (AN2) for the purposes of printing at Shrivenham

## **Software**

No software or system compatibility is required as part of the ELT contract deliverables.

## **Exploitation Levy**

There is no exploitation levy in relation to the ELT contract.

## **Social Value**

Government Policy now mandates that we must take account of Social Value in the award of Central Government contracts and commercial activities as per PPN 06/20

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>.

The three Priority Themes give a clear focus for Defence and its providers in the application and delivery of the Social Value Model.

The Priority Themes identified as most relevant to Defence are:

- Tackling Economic Equality (create new businesses, new jobs and new skills)



- Equal Opportunity (tackling workforce inequality and reducing the disability employment gap)
- Fighting Climate Change (effective stewardship of the environment)

The theme of Tackling Economic Inequality is the most relevant to this requirement with a particular emphasis on education and training and diverse supply chains. Full details of how Social Value will be applied to this procurement are outlined in the DEFFORM 47 at **Appendix A** Requirements of Response.

## **Cyber Security**

The Authority has a duty to protect itself from cyber threats and this is extended to Contractors and Providers that the Authority engages with. As an extension of the Government's Cyber Essentials Scheme the Authority, working together with Industry and Other Government Departments, have developed a more robust Cyber Security Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All prime contractors must have the cyber security controls specified in DEF Stan 05-138 (Cyber Security for Defence Providers), as appropriate to the cyber risk level specified in the contract.

Cyber Risk has been considered for the ELT contract and, in accordance with the Cyber Security Model, resulted in a Cyber Risk Profile of LOW. The Risk Assessment Reference is REDACTED FOIA ACT 2000 COMMERCIAL SENSITIVE. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate. Cyber risk assessment will be carried out annually to ensure that the criteria required for a LOW rating continue to be met. The Supplier Assurance Questionnaire is contained within DSP Attachments in the 'Visible to Suppliers' section.

## **Applicability of Transfer of Undertakings (Protection of Employment) – TUPE**

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation, and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is unlikely to be applicable if this Invitation to Tender results in a Contract being placed as the incumbent contractor has advised that there is no organised grouping of employees carrying out the services, although the Authority shall not be liable for the opinion expressed above.

It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

The clauses above will be stated under TUPE in the SC2 contract

### **IR35**

The question of IR35 is currently under consideration. The Authority will issue the worker, and the party that the Public Sector Body contracts with for the workers services, a Status Determination Statement (SDS). This will state whether or not the worker will be an employee or officeholder for tax purposes as well as the reasons for reaching that determination before the contract or the work starts (whichever is the later). The SDS will:

- State whether or not the worker would be an employee or office holder for tax purposes if they were directly engaged (i.e. it must state whether the off-payroll working rules apply (in scope), or do not apply (out of scope), for the engagement in question);
- Provide reasons for coming to that conclusion. These should give the worker the information they need to understand why the conclusion was reached and enable them to make representations to the hirer (The Authority) if they disagree.

The worker or their agency will have the right to raise a dispute with The Authority if they believe that the conclusion reached is incorrect and the Authority will implement and operate a status disagreement process.

### **Contract Management**

The Authority Contract Management Team (CMT) will manage delivery of the ELT contract, working collaboratively with DCLC. Contract management will focus on delivery and identification of issues that may prevent achievement of the agreed outputs, timescales and/or costs. The Authority CMT will undertake specific tasks in relation to contract management as follows:

- Monthly Performance review (first six months) - CMT to chair and produce RADL for the meeting.
- Quarterly Performance Review - CMT to Chair and produce RADL for the meeting.
- Annual Performance Review – CDO (DCLC) to chair. CMT to produce RADL for the meeting.

### **Health and Safety (H&S)**

The Provider shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with all: (a) all applicable Law regarding health and safety; and (b) the Health and Safety Policy whilst at the Authority Premises.

Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises which relate to or arise in connection with the performance of this Agreement. The Provider shall instruct its tutors and personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

## **IPR**

Intellectual Property Rights provisions can be found at Section 46 (Special Conditions) of the Contract. Further information can be found at Clause 13 (Confidentiality) and Clause 33 (Third Party IP Indemnity) of the Contract.

## **Contacts / CP&F / Finance**

The Authority's Contracting, Purchasing and Finance (CP&F) system will be used for the placing and payment of orders under the Contract. The Provider must note that use of CP&F is a mandatory requirement for any resultant contract awarded following this Tender. Failure to accept electronic payment will result in your Tender being non-compliant.

## **Exit**

The Provider will be required to prepare a detailed exit management plan within 3 months of Contract Award for Authority approval. This plan will address how a smooth exit is to be achieved from an operational perspective and will be updated at least annually during the term of the contract and following any major change to the service. The exit strategy will be expected to address exit provisions in relation to People, Assets/Software and Intellectual Property.