

**THE SECRETARY OF STATE FOR EDUCATION**

**- AND -**



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**FRAMEWORK AGREEMENT**  
**for the supply of the**  
**National Professional Qualifications Delivery Framework**

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**THIS FRAMEWORK AGREEMENT** is made on 30 March 2021

**BETWEEN**

1. **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("The Department"); and
  2. [REDACTED] (Company No [REDACTED]) whose registered office is at [REDACTED] (the "Contractor");
- together, the "Parties"

**WHEREAS:**

- a) On 11<sup>th</sup> November 2020 the Department placed a Contract Notice in the Official Journal of the European Union (the "OJEU Notice") seeking invitations to tender from service providers to be appointed to a Framework Agreement for the supply of Services for the design and delivery of training to develop the capability of Teachers' and New Head Teachers and thereby improve the provision of education in England's schools;
- b) Following a selection and award process, the Contractor and eight (8) other providers (as set out in Schedule 6 (Framework Agreement Providers)) were awarded a place on the framework and requested to enter into the Framework Agreement with the Department;
- c) The Contractor has agreed to enter into this Framework Agreement for the supply of the Services to the Department and Schools.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. INTERPRETATIONS**

- 1.1. As used in this Framework Agreement:
  - 1.1.1. the terms and expressions set out in Schedule 1 shall have the meanings set out therein;
  - 1.1.2. the masculine includes the feminine and the neuter;
  - 1.1.3. the singular includes the plural and vice versa; and
  - 1.1.4. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- 1.2. In this Framework Agreement words and phrases with a first capital letter (or any derivation thereof) shall have the meanings set out in Schedule 1.
- 1.3. In this Framework Agreement except where the context otherwise requires:
  - 1.3.1. the masculine includes the feminine and vice-versa;
  - 1.3.2. the singular includes the plural and vice-versa;
  - 1.3.3. a reference in this Framework Agreement to any clause, sub-clause, paragraph, schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule or annex of this Framework Agreement;
  - 1.3.4. any reference to this Framework Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
  - 1.3.5. any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
  - 1.3.6. a reference to a person includes firms, partnerships and corporations and their

successors and permitted assignees or transferees;

- 1.3.7. headings are for reference only;
- 1.3.8. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.3.9. the Schedules to this Framework Agreement form part of this Framework Agreement; and
- 1.3.10. references to "the Parties" shall be to the parties to this Framework Agreement.
- 1.4. No review, comment or approval by the Department under the provisions of this Framework Agreement shall operate to exclude or limit the Contractor's obligations or liabilities under this Framework Agreement (or the Department's rights under this Framework Agreement).
- 1.5. Precedence of Documentation:
  - 1.5.1. In the event of any inconsistency between the provisions of the Main Body of this Framework Agreement and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:
    - 1.5.1.1 the Main Body and Schedule 1 (Definitions);
    - 1.5.1.2 Schedule 3 (the Specification); and
    - 1.5.1.3 the remaining Schedules equally.

## **2. SCOPE OF THIS FRAMEWORK AGREEMENT**

- 2.1. This Framework Agreement shall take effect on the Contract Commencement Date and no Call Off Contracts shall be entered into under it until that date.
- 2.2. This Framework Agreement governs the overall relationship of the Department with the Contractor with respect to the provision of the Services. The Department is entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4).
- 2.3. Schools that meet the criteria in Schedule 13 are entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4). The Department has the right to amend, suspend or withdraw this access to the Framework at any point during the Term.
- 2.4. The details of all the contractors including the Contractor that have been appointed to the Framework Agreement are set out in Schedule 6 (Framework Agreement Providers).
- 2.5. Any Call Off Contract shall be in the form of the standard Call Off Contract as set out in Schedule 2.
- 2.6. Any Call Off Contract entered into under this Framework Agreement shall commence on the date specified in that Call Off Contract and shall expire no later than the date specified in the Call Off Contract.
- 2.7. The Contractor shall ensure that any Call Off Contract entered into under this Framework Agreement shall not:
  - 2.7.1. exceed the limits and scope of this Framework Agreement;
  - 2.7.2. include any terms and conditions that substantially amend or alter the terms and conditions set out in the relevant Model Call Off Contract.

- 2.8. The Contractor shall invoice the Customer for the Services it has delivered in accordance with the terms of the Call Off Contract.

## **3. THE SERVICES**

- 3.1. The Contractor shall make the Services available on and subject to the terms of this Framework Agreement. When a Service is the subject of an Order by the Customer, it will be referred to in the ensuing Call Off Contract as an Ordered Service.
- 3.2. All Orders shall be placed in accordance with the Ordering Procedures (clause 0) and the payment

for the Services will be calculated using the Pricing Schedule (Schedule 7).

- 3.3. All Call Off Contracts for the provision by the Contractor of Ordered Services shall be on the terms and conditions prescribed in the Model Call Off Contract including where required any Additional Clauses as set out in the Model Call Off Contract.
- 3.4. The Department shall maintain and keep up to date the Specification (Schedule 3) throughout the Contract Period. Any material amendment to the Specification (Schedule 3) shall be subject to the Contract Change Procedures and may lead to an adjustment to the any of the prices in Annex 1 in Schedule 7.
- 3.5. Subject to requirements of Regulation 72 of the Public Contract Regulations 2015 and clause 5 of this Framework Agreement the Customer reserves the right to amend or refine the Specification (Schedule 3) to incorporate continuous improvement, lessons learnt from previous Cohorts, and any other factor relevant to the delivery of Services, including but not limited to:
  - 3.5.1. the quality assurance requirements;
  - 3.5.2. other models or provisions of delivery;
  - 3.5.3. opportunities to increase synergies with interdependent programmes including, but not limited to, Early Career Framework (ECF), Teaching School Hubs (TSH), and Initial Teacher Training (ITT).
- 3.6. In addition to providing the Service Requirements under Orders, Contractors shall also comply with the general obligations of being a Contractor on the Framework Agreement which include, but are not limited to:
  - 3.6.1. attending workshops and Networking Events;
  - 3.6.2. attending monthly Framework Agreement management meetings;
  - 3.6.3. contribute to an annual review;
  - 3.6.4. reply to Requests for Information; and
  - 3.6.5. target and recruit School funded Teachers and leaders.

#### **4. ORDERING PROCEDURES**

- 4.1. The Customer and Contractor shall enter into a Call Off Contract for a specified period and Orders for individual pieces of work during the duration of the Call Off Contract shall be placed in accordance with the Ordering Procedures (Schedule 4). The Contractor shall not accept an Order except in accordance with the Ordering Procedures.
- 4.2. The Contractor shall ensure it informs the Department of all Orders placed by the Schools. The Department intends to follow this procedure in the first year of the Framework Agreement. To be eligible to participate in the Annual Cohort Award procedure the Contractor must have been awarded a Set Up Call Off Contract prior to the starting date of the relevant Annual Call Off Award procedure.

#### **5. CHANGES TO THIS FRAMEWORK AGREEMENT**

- 5.1. No amendment to the provisions of this Framework Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 5.2. For these purposes a "Change" shall include any amendment to this Framework Agreement and any material amendments to the Specification (Schedule 3) subject to such Changes coming within the scope of the contract modification provisions in Regulation 72 of the Public Contracts Regulations 2015. For each Change that is agreed by the Department and the Contractor pursuant to this clause 5, this Framework Agreement or the Specification (Schedule 3) shall be amended to the extent necessary to give effect to that Change. Unless and until such amendment is made in accordance with this clause 5, no Change shall be considered effective, and this Framework Agreement and the Specification (Schedule 3) shall not in any way be considered to have been varied.
- 5.3. In the event that a Change is implemented and the Change has an effect on the Model Call Off

Contract (Schedule 2), the Model Call Off Contract shall be amended accordingly.

- 5.4. To the extent that a Change affects Call Off Contracts that the Parties have already entered into prior to the Change, the Contractor and the Department shall adhere to the procedure for contract change set out in the relevant Call Off Contract.
- 5.5. The Department anticipates that changes may be required during the Contract Period in regards to paragraph 3.5.

## **6. COMMUNICATIONS**

- 6.1. Except as otherwise expressly provided, no communication from one Party to the other shall have any validity under this Framework Agreement unless made in writing by or on behalf of the Party sending such communication.
- 6.2. Any notice or other formal communication whatsoever which either the Department or the Contractor are required or authorised by this Framework Agreement to give or make to the other shall be made by email, or via the messaging facility in the Departments nominated contract management platform, addressed to the other at the address specified in clause 6.3.
- 6.3. For the purposes of clause 6.2 the address of each Party shall be as follows:
  - 6.3.1 The Department: npq.procurement@education.gov.uk
  - 6.3.2 The Contractor: [REDACTED]

## **7. CONTRACT PERIOD, SUSPENSION AND TERMINATION**

### **CONTRACT PERIOD**

- 7.1. This Framework Agreement shall commence on the Contract Commencement Date and shall expire on the Expiry Date unless terminated earlier pursuant to this clause 7 (the "Contract Period").

### **TERMINATION**

- 7.2. The Department may at any time by notice in writing terminate this Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if:
  - 7.2.1. there is a change of control, as defined by Section 1124 of the Corporation Tax Act 2010, in the Contractor or its Parent Company where the proposed new owner has:
    - 7.2.1.1. been convicted of a criminal offence relating to the conduct of its business or profession including but not limited to under the Bribery Act 2010; or
    - 7.2.1.2. committed an act of grave misconduct in the course of its business or profession; or
    - 7.2.1.3. failed to comply with any obligations relating to the payment of any taxes or social security contributions; or
    - 7.2.1.4. made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
    - 7.2.1.5. failed to obtain any necessary licences or membership of any relevant body; or
    - 7.2.1.6. the Contractor being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for

sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or

- 7.2.1.7. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Contractor or the Parent Company), or a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or

- 7.3. The circumstances detailed in clause 9.3.1 (Failure to remedy breach of warranty) or clause 9.3.2 (A breach of clause 9.1.5) arise.
- 7.4. The Department may at any time by notice in writing terminate this Framework Agreement immediately if the Contractor is in material default of any obligation under this Framework Agreement and:
- 7.4.1. the material default is capable of remedy and the Contractor shall have failed to remedy the material default within thirty (30) Days of written notice to the Contractor specifying the material default and requiring its remedy; or
- 7.4.2. the material default is not capable of remedy.
- 7.5. The Contractor shall promptly notify the Department in writing on each occasion of the occurrence of any of the events specified in clause 7.2.
- 7.6. If any funding, including but not limited to the funding of National Professional Qualifications and the NPQH Additional Support Offer for New Head Teachers, from government or other sources for the provision of the Services, or for a programme or project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that this Framework Agreement cannot reasonably continue the Department may terminate the Framework Agreement by serving a minimum of 3 months' written notice on the Contractor.
- 7.7. The Department may, in any event, terminate this Framework by serving a minimum of 6 months' written notice on the Contractor.
- 7.8. The termination of this Framework Agreement shall be without prejudice to any rights of either Party that shall have accrued before the date of such termination.
- 7.9. The termination of this Framework Agreement will not terminate any Call Off Contracts that have been awarded under the Framework Agreement as set out in clause 8.2.

## **SUSPENSION**

- 7.10. The Department may at any time by notice in writing suspend the Contractor from this Framework Agreement in the circumstances set out in clause 7.11, such suspension to take effect as from the date specified in such notice and to take effect until such time as the material defect has been remedied by the Contractor, to Department's satisfaction or the Department terminates this Framework Agreement in accordance with clause 7.4.
- 7.11. Where the Contractor's performance of the Services under any Call Off Contract falls below the following standards:
- 7.11.1. the Contractor has failed to achieve any of the Milestones included in a Set Up Call Off Contract;



- 7.11.2. the Recruitment Targets as set out in the Call Off Contract have not been met;
- 7.11.3. remedial action(s) as a consequence of a Service Failure in line with paragraphs 4 of Schedule 8 of a Call Off Contract, has been invoked;
- 7.11.4. the Contractor has an unresolved Quality Failure in accordance with paragraph 4.3 of any Call Off Contract.

the Department may, by notice to the Contractor in writing, suspend the Contractor from further call-off opportunities under the Framework Agreement, such suspension to take effect from the date set out in the notice until such time as the Contractor's performance under the requisite Call Off Contract has been rectified to the satisfaction of the Department, and the Department has notified the Contractor under this Framework Agreement that the suspension has been lifted;

- 7.12. Suspension from this Framework Agreement will not terminate any Call Off Contracts that have been awarded under the Framework Agreement as set out in clause 8.2.

## **8. CONSEQUENCES OF TERMINATION SUSPENSION AND EXPIRY**

- 8.1. Notwithstanding the service of a notice to terminate this Framework Agreement, the Contractor shall continue to fulfil its obligations under this Framework Agreement until the date of termination of this Framework Agreement or such other date as required under this clause 8.
- 8.2. A termination of or suspension from this Framework Agreement shall not cause any Call Off Contracts to terminate automatically. For the avoidance of doubt, all Call Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 8.3. The provisions of clauses 8, 10, 12, 14, 17 and 21 and without limitation to the foregoing, any other provision of this Framework Agreement which by its terms is to be performed or observed notwithstanding termination or expiry or which is expressed to survive termination or expiry shall survive the termination or expiry of this Framework Agreement.

## **9. WARRANTIES AND REPRESENTATIONS**

- 9.1. The Contractor warrants and represents that:
  - 9.1.1. it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Framework Agreement and that this Framework Agreement is executed by a duly authorised representative of the Contractor;
  - 9.1.2. as at the Contract Commencement Date of this Framework Agreement, all information contained in its final Tender remains true, accurate, and not misleading save as may have been specifically disclosed in writing to the Department prior to the execution of this Framework Agreement;
  - 9.1.3. this Framework Agreement shall be performed in compliance with all Legislation as amended from time to time;
  - 9.1.4. it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Department;
  - 9.1.5. on behalf of itself and its Affiliates or Parent Company, in the three (3) years prior to the Contract Commencement Date of this Framework Agreement and continuing throughout the Contract Period:
    - 9.1.5.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
    - 9.1.5.2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and

- 9.2. It has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
- 9.3. The Contractor acknowledges that:
- 9.3.1. any breach of the warranties in clause 9.1 (other than a breach of clause 9.1.5) shall be remedied as a matter of urgency at no cost to the Department. Failure to remedy the breach (if capable of remedy) so as to comply with clause 9.1 within five (5) Working Days of a notice served on the Contractor specifying the breach and requiring its remedy by the Department shall constitute a material breach of this Framework Agreement entitling the Department to terminate in accordance with clause 7.3; and
- 9.3.2. a breach of its obligations in clause 9.1.5 shall afford the Department the right to immediately terminate this Framework Agreement without liability or payment of any charges or costs whatsoever.
- 9.4. Except as expressly stated in this Framework Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.
- 9.5. The Contractor and the Department each warrant to the other that they have undertaken all requisite corporate and other action to approve the entering into and performance of this Framework Agreement.

## **10. LIABILITY**

- 10.1. Subject to clauses 10.2, 10.3 and 10.4 the Parties shall be liable to each other for Direct Losses, whether in respect of breach of contract, misrepresentation, negligence or otherwise.
- 10.2. Nothing in this Framework Agreement shall limit or exclude a Party's liability for:
- 10.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or Sub-Contractors;
- 10.2.2. fraud or fraudulent misrepresentation; or
- 10.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.3. Neither Party to this Framework Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Framework Agreement.
- 10.4. For the avoidance of doubt the provisions of clause 10.3 shall not be taken as limiting the right of the Department to claim for:
- 10.4.1. any additional operational and/or administrative costs and expenses arising as a direct consequence of a breach;
- 10.4.2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Department arising as a direct consequence of a breach.
- 10.5. Each Party's aggregate liability under clause 10.1 for the Contract Period shall be limited to five hundred thousand pounds (£500,000).

## **11. GUARANTEE**

- 11.1. The Contractor shall procure the execution on or before the date of the first of any Call Off Contracts made under this Framework Agreement, a Guarantee by the Guarantor in favour of the Department substantially in the form annexed at Schedule 9 (Parent Company Guarantee) to secure the due performance by the Contractor of its obligations to the Department under all Call Off Contracts awarded under this Framework Agreement.

## **12. DATA PROTECTION**

- 12.1. The Contractor shall comply at all times with the data protection requirements as set out in the Model Call Off Contract.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. The Contractor shall comply at all times with the Intellectual Property Rights as set out in the Model Call Off Contract.

## **14. CONFIDENTIALITY**

- 14.1. The Department and the Contractor acknowledge that any Confidential Information originating from:

- 14.1.1. the Department, their servants or agents is the property of the Department; and
- 14.1.2. the Contractor, its employees, servants or agents is the property of the Contractor.

- 14.2. The Contractor and the Department shall procure that:

- 14.2.1. any person employed or engaged by them shall only use Confidential Information for the purposes of this Framework Agreement and shall only disclose any Confidential Information to any third party with the prior written consent of the originator of that Confidential Information;
- 14.2.2. any person employed or engaged by them in connection with this Framework Agreement shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the originator of that Confidential Information;
- 14.2.3. they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Framework Agreement by their employees, servants, agents or Sub-Contractors;
- 14.2.4. without prejudice to the generality of the foregoing neither they nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

- 14.3. The provisions of clause 14.1 and clause 14.2 shall not apply to any information which:

- 14.3.1. is or becomes public knowledge other than by breach of this clause 14; or
- 14.3.2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
- 14.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- 14.3.4. is independently developed without access to the Confidential Information; or
- 14.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

- 14.4. Nothing in this clause 14 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Contractor:

- 14.4.1. to any department, office or agency of Her Majesty's Government.
- 14.4.2. to any consultant, Contractor or other person engaged by the Department in connection herewith, provided that the Department shall have required that such information be treated as confidential by such consultant, Contractor or other person, together with their servants, including requiring servants to enter into a confidentiality agreement (to which the Contractor shall also be a Party) prior to disclosure of the Confidential Information whereupon the Department shall have no further liability for breach of confidentiality in respect of consultants, Contractors or other people.

- 14.5. Nothing in this clause 14 shall prevent the Contractor or the Department from using data processing techniques, ideas and know-how gained during the performance of this Framework Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Department or the Contractor of any Intellectual Property Rights.

## **15. NOT USED**

## **16. DISPUTE RESOLUTION**

- 16.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any Dispute that arises during the continuance of this Framework Agreement. This shall include escalating the Dispute to a more senior level within both the Department and the Contractor with a view to reaching a settlement.
- 16.2. Any Dispute not capable of resolution by the Parties in accordance with the terms of clause 16 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 16.3. No Party may commence any court proceedings/arbitration in relation to any Dispute arising out of this Framework Agreement until they have attempted to settle it by mediation, but any such mediation may be terminated by either Party at any time of such Party wishing to commence court proceedings/arbitration.

## **17. RECOVERY OF SUMS DUE**

- 17.1. If any sum of money shall be due from the Contractor, the same may be deducted from any sum then due or which at the time thereafter may become due to the Contractor under any agreement with the Department.

## **18. DISCRIMINATION**

- 18.1. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.
- 18.2. The Contractor shall take all reasonable steps to secure the observance of the provisions of clause 18.1 by the Sub-Contractors employed in the execution of this Framework Agreement.

## **19. CORRUPT GIFTS**

- 19.1. The Contractor shall not offer or give or agree to give any person acting for and on behalf of the Department any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Framework Agreement.
- 19.2. Any breach of clause 19.1 by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Bribery Act 2010, in relation to this Framework Agreement shall entitle the Department to terminate this Framework Agreement and recover from the Contractor the amount of any loss resulting from such termination and/or to recover from the Contractor the amount or value of any such gift or consideration.
- 19.3. Any Dispute, difference or question arising in respect of the interpretation of this clause 19, the right of the Department to terminate this Framework Agreement or the amount or value of any such gift or consideration shall be decided by the Department, whose decision shall be final and conclusive.

## **20. TRANSFER AND SUB-CONTRACTING**

- 20.1. This Framework Agreement is personal to the Contractor. Save in respect of an assignment in whole to an Affiliate of the Contractor in the event of a solvent reorganisation, amalgamation or reconstruction of the Contractor or such Affiliate, the Contractor shall not assign, novate, Sub-Contract or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Department.

## **21. RIGHTS OF THIRD PARTIES**

- 21.1. This Framework Agreement shall not create any rights, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, that shall be enforceable by anyone other than the Department and/or the Contractor.

## **22. AUDIT**

- 22.1. The Contractor shall document, implement and comply with processes, and keep or cause to be kept full and accurate Records, such that the Department (or their statutory auditors or authorised agents) may verify that the Contractor has complied and is complying with its obligations under this Framework Agreement.
- 22.2. The Contractor shall grant to the Department, any statutory auditors of the Department and any authorised agents of the Department or of its statutory auditors, the right of reasonable access to any premises of the Contractor which are used in connection with the performance of the Contractor's responsibilities and obligations under this Framework Agreement, together with a right to reasonable access to all Records.
- 22.3. Further to the provisions of clause 22.2, the Contractor shall provide, or procure the provision of, all reasonable assistance at all times for the purposes of carrying out an audit of the Contractor's compliance with this Framework Agreement as well as an audit of all activities, performance, security and integrity in connection therewith.
- 22.4. Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other serious impropriety by the Contractor, the Department reserves for itself or any statutory auditor of the Department the right of immediate access to the premises and documents described in clauses 22.1, 22.2 and 22.3 and the Contractor agrees to render all necessary assistance to the conduct of such investigation.
- 22.5. The Department shall use all reasonable endeavours to ensure that its auditors cause the minimum amount of disruption to the business of the Contractor and shall comply with the building regulations and security requirements of the Contractor while on the Contractor's premises.
- 22.6. The Contractor shall comply with the provisions of Schedule 10 (Financial Reports and Audit Rights) in regard to financial transparency, open book costing and audit rights.

## **23. FREEDOM OF INFORMATION**

- 23.1. The Contractor acknowledges that the Department is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.
- 23.2. The Contractor shall and shall procure that its Sub-Contractors shall:
- 23.2.1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- 23.2.2. provide the Department with a copy of all Information in its possession, or power in the form that the Department require within five (5) Working Days (or such other period as the Department may specify) of the Department's request; and
- 23.2.3. provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 23.3. The Department shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 23.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

- 23.5. The Contractor acknowledges that the Department may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA, be obliged to disclose Information without consulting or obtaining consent from the Contractor, or despite having taken the Contractor's views into account.
- 23.6. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such Records as requested from time to time.

## **24. PERFORMANCE MANAGEMENT AND QUALITY ASSURANCE**

### **24.1. Performance Management**

- 24.1.1 The Department will monitor the Contractor's performance under the Framework Agreement and reserves the right to require the Contractor to provide any information and/or to assist it in doing so and/or to meet with the Department to discuss performance under the Framework Agreement. The information/data requested may include but not be limited to performance information that relates to one or more Call Off Contracts awarded under the Framework Agreement and the Department will use this information to identify any emerging patterns
- 24.1.2 The Contractor shall provide the Management Information as set out in Part 2 of Schedule 7.
- 24.1.3 The performance measures that relate to the provision of the Services shall be as set out in the Call Off Contract.
- 24.1.4 In addition to the performance management requirements set out for each individual Call Off Contract, the Contractor shall attend and proactively participate in any joint collaborative meetings that the Department convenes under the Framework Agreement. These meetings will cover, but not be limited to networking between Contractors and Delivery Partners emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future opportunities to work more collaboratively with the Department and/or other Framework Agreement Providers. No separate payment shall be made for attending and participating in such meetings.

### **24.2. Quality Management**

- 24.2.1 The Contractor ensures they implement effective quality management arrangements to ensure the Services provided under Call Off Contracts are of high quality.
- 24.2.2 The Contractor complies with the quality assurance requirements set out in the Call Off Contract and cooperates with the Department's Quality Assurance Function (and any organisation employed by the Department to represent it) that will monitor the quality of the Services being provided by all Contractors appointed to the Framework
- 24.2.3 The role of the Quality Assurance Function will be to provide assurance to the Department that the Services are being delivered in accordance with the Specification and the content and training materials are of an acceptable standard.
- 24.2.4 The Department may employ third parties to undertake some or all of the work of the Quality Assurance Function.

## **25. STATUTORY INVALIDITY**

- 25.1. The Department and the Contractor expressly agree that should any limitation or provision contained in this Framework Agreement including the Model Call Off Contract be held to be invalid under any particular statute or law, or any rule, regulation or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if the Department or the Contractor thereby become liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out in this Framework Agreement.

## **26. FRAUD AND IRREGULARITY**

- 26.1. The Contractor shall notify the Department immediately where it becomes aware of any instance of

suspected fraud or financial irregularity in the delivery of the Services including but not limited to cases of:

- 26.1.1. collusion with employees of the Department;
- 26.1.2. computer fraud;
- 26.1.3. the submission to the Department of inaccurate, incomplete, misleading or falsified information for the purpose of making a Charge to the Department;
- 26.1.4. fraud involving Sub-Contractors and/or Teachers.
- 26.1.5. any noncompliance with the requirements of the Call Off Contract, Schedule 2: Part 1 (Pricing) in relation to the claiming, receipt of and administration of the Charges,

Provided nothing in this clause 26 shall require the Contractor to do anything which may cause it to infringe any law.

- 26.2. Where the Department has reasonable cause to believe that any fraud or irregularity has occurred in relation to the delivery of the Services under a Call Off Contract and/or the payment of the Charges and/or the flow down of payment to the supply chain by the Department under a Call Off Contract the Department shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and Records including electronic records and to interview the Contractor.
- 26.3. The Department reserves the right to recover from the Contractor any Charges paid where the payment of the Charges or any arrangement between the Contractor and a Sub-Contractor or Teacher breaches the terms of the Framework Agreement or the provisions of Schedule 2 Part 2 (Pricing) of the Call Off Contract and/or was based on wrong, inaccurate or misleading information.

## **27. SEVERABILITY**

- 27.1. Subject to the provisions of clause 25 (Statutory Invalidity), if any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement, the Department and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

## **28. WAIVER**

- 28.1. The failure of the Contractor or the Department to insist upon strict performance of any provision of this Framework Agreement or to exercise any right or remedy to which it is entitled under this Framework Agreement, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Framework Agreement.
- 28.2. A waiver of any default shall not constitute a waiver of any other default.
- 28.3. No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of clause 6 (Communications).

## **29. NON-EXCLUSIVITY AND CONTRACTOR STATUS**

- 29.1. This Framework Agreement is non-exclusive and the Department shall:
  - 29.1.1. at all times be entitled to enter into contracts for Services that are similar to or the same as the Services as set out in Schedule 3 with suppliers other than the Contractors who have been appointed to the Framework Agreement;
  - 29.1.2. at all times be entitled to procure contracts and/or framework agreements for Services that are similar to or the same as the Services as set out in Schedule 3 to operate in parallel with or to replace the Framework Agreement;
  - 29.1.3. not be deemed to make or have made any representation or warranty to the Contractor with regards to this Framework Agreement being anything other than non-exclusive.

- 29.2. No guarantee or representation shall be deemed to have been made by the Department in respect of the total quantities or values of the Services to be ordered under this Framework Agreement. Further, the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such guarantee or representation.
- 29.3. In carrying out its obligations under the Framework Agreement and Orders placed under it the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 29.4. In the event of a Financial Distress Event, the provisions in Schedule 8 (Financial Distress) shall apply.

## **30. LAW AND JURISDICTION**

- 30.1. The Department and the Contractor accept the exclusive jurisdiction of the English courts and agree that this Framework Agreement is to be governed by and construed according to English law.

## **31. ENTIRE AGREEMENT**

- 31.1. This Framework Agreement constitutes the entire understanding between the Department and the Contractor relating to the subject matter.
- 31.2. Neither the Department nor the Contractor have relied upon any representation or promise except as expressly set out in this Framework Agreement.
- 31.3. Both the Department and the Contractor unconditionally waive any rights they may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Framework Agreement (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.
- 31.4. Both the Department and the Contractor unconditionally waive any rights they may have to seek to rescind this Framework Agreement on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Framework Agreement unless such statement was made fraudulently.

## **32. PUBLICITY AND PROMOTION**

- 32.1. Subject to clause 14 and without prejudice to the Department's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall, by itself, its employees or agents (and each Party shall procure that none of its Sub-Contractors shall) communicate with representatives of the press, television, internet, radio or other communications media concerning the Framework Agreement, or any Call Off Contract, or any part thereof in any way, except with the written consent of the other Party.
- 32.2. The Contractor shall use reasonable endeavours to ensure its Contractor Staff comply with clause 32.1
- 32.3. The Contractor shall not itself, and shall procure that Consortium Members shall not, use the Department's name, brand or Department Trade Marks or the personal data of the Department to sell, promote, market or publicise the Contractor's other programmes, courses, Services or other activities.
- 32.4. Subject to clause 14, the Department may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.
- 32.5. All marketing spend relating to the Framework and any subsequent Call Off Contract is subject to approval from the Cabinet Office. The Contractor follows the processes and procedures set out in section 2A paragraph 18 of the Specification in respect of seeking approvals relating to communications and marketing.
- 32.6. The Contractor must comply with any amendments to the marketing activity that are required by the Department and/or the Cabinet Office.
- 32.7. The Contractor will not be paid separately for any marketing spend and any related costs are



included within the Framework Agreement Prices.

### **33. ORDERS PLACED BY SCHOOLS**

- 33.1. The Framework Agreement will be accessible to teachers from schools who do not meet the Scholarship Funding Criteria outlined in Table 1 of the Specification.
- 33.2. Schools shall award Orders in accordance with procedures set out in Schedule 4 of the Framework Agreement.
- 33.3. Contractors are permitted to market their Services to Schools and Teachers directly.
- 33.4. Contractors shall not deliver Services (or similar Services) set out in this Framework Agreement to a School unless they have a Call Off Contract to do so and such Services for Schools shall be performed in accordance with the provisions of this Framework Agreement and not otherwise.
- 33.5. Schools undertaking Call Offs, will determine the KPIs and SLAs appropriate for the School Call Off. Contractors shall ensure they report the same level of Management Information relating to School Call Offs as it does for the Department Call Offs.
- 33.6. Contractors must not accept an Order from a School until after they have had approval of content from the Department.
- 33.7. Contractors must not market their services to Schools or accept their first School Call Off until they have had approval to do so from the Department.
- 33.8. For each School Call Off, the Contractor shall develop and deliver a School Delivery Plan. The scope and content of the School Delivery Plan shall be proportionate to the service requirements specified in the School Call Off Order. The Contractor shall submit their School Delivery Plan with the Quotation it submits to the School.
- 33.9. The Contractor shall not charge any additional fees or charges to any School or Teacher as part of a School Call Off. Payments shall be made in accordance with Schedule 2: Part 1 of the Call Off Contract.
- 33.10. The Contractor acknowledges that Schools are independently responsible for the conduct of its award of an Order under the Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever and that the Contractor shall hold the Department harmless in relation to:
  - 33.10.1. the conduct of a School in relation to the Framework Agreement; or
  - 33.10.2. the performance or non-performance of any of the Services between the Contractor and the School entered into pursuant to the Framework Agreement.
- 33.11. The Contractor confirms with the School that they have agreed to the Department's Terms of Access prior to accepting an Order from a School that wishes to award a Call Off Contract.

**AS WITNESS** the hands of the Parties:

**Authorised to sign for and on behalf of** [REDACTED]

Signature: \_\_\_\_\_

Name in CAPITALS: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Address in full: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name in CAPITALS: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Address in full: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1 - DEFINITIONS**

Additional Clauses	means the clauses set out in Schedule 3 (Additional Clauses) of the Model Call Off Contract;
Affiliate	in relation to any person, the holding company or subsidiary of that person or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 and Schedule 6 of the Companies Act 2006;
Cabinet Office	means a department of the Her Majesty’s Government
Call Off Contract	the Model Call Off Contract set out in Schedule 2;
Change	any change as set out in clause 5.2 (Changes to this Framework Agreement);
Charges	means the charges payable by the Customer for the performance of the Ordered Services by the Contractor as set out in the Order and payable in accordance with the Model Call Off Contract;
Cohort	means a group of Teachers that are undertaking an NPQ or the NPQH Additional Support Offer for New Head Teachers;
Cohort Commencement Date	means the date that the Teacher(s) commence their training. If the Order covers more than one Cohort, it shall be the date that the first Cohort commences;
Cohort Window	means the period of time between starting and completing an NPQ or the NPQH Additional Support Offer for New Head Teachers;
Contract Commencement Date	means 29 <sup>th</sup> March 2021 or such other date agreed in writing by the Parties;
Communications and Marketing Plan	means the communication and marketing plan that the Contractor is required to complete at each Call Off, evidencing alignment with the requirement set out in the Communications and Marketing section of the Schedule 2 (Specification);
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of either Party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
Consortium Members	means any organisation that was part of the group which was led by the Contractor that tendered to be appointed to the Framework Agreement;
Contract Change Notice (CCN)	means a Contract Change Notice in the form set out at the Annex 1 to Schedule 5 (Contract Change Procedure);
Contract Change Procedures	means the procedures specified in Schedule 5 (Contract Change Procedure) for making changes to this Framework Agreement;

Contract Period	means the term of this Framework Agreement as set out in clause 0, unless terminated earlier in accordance with the provisions of clauses 7.2 or 7.4;
Crown Body	means any department, office or agency of the Crown;
Customer	means an organisation that places an Order for Services under this Framework Agreement which shall be the Department and/or a School;
Delivery Plan	means the delivery plan submitted by the Contractor in accordance with the Quotation Procedure and as set out more particularly at paragraph 9.2 of Schedule 2 (Specification);
Department	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
Department Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by the Department;
Direct Losses	means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), loss of use, proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
Dispute	any difference or disagreement between the Department and the Contractor arising out of or in connection with this Framework Agreement (including any question as to the validity or interpretation of this Framework Agreement and including any disagreement arising before or after termination of this Framework Agreement);
Environmental Information Regulations (EIR)	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
European Economic Area	from time to time the European Economic Area as created by The Agreement on the European Economic Area 1992 or any successor or replacement body, association, entity or organisation which has assumed either or both the function and responsibilities of the European Economic Area;
Expiry Date	means 29 <sup>th</sup> March 2025 or such other date agreed in writing by the Parties;
Financial Distress Event	the occurrence of one or more of the events listed in paragraph 3.1 of Schedule 8 (Financial Distress);
Framework Agreement	means this Framework Agreement, comprised of the clauses and Schedules;
Framework Manager	means a representative of either Party responsible for ensuring the Parties are performing their obligations under this Framework Agreement, until notified otherwise in writing the Department's Framework Manager shall be [REDACTED];

Framework Agreement Prices	the Prices set out in Table 2 and Table 3 of Annex 1 Schedule 7;
FOIA	means the Freedom of Information Act 2000 and any subordinate Legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Legislation;
Further Competition	means a competitive procedure for awarding Call Off Contracts under the Framework Agreement as described in Schedule 4;
General Data Protection Regulation (GDPR)	means the General Data Protection Regulation (Regulation (EU) 2016/679);
Good Industry Practice	that degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Contractor) or any Sub-Contractor under the same or similar circumstances;
Guarantee	an agreement in the form set out at Schedule 9 entered into in accordance with clause 11;
Guarantor	the Party identified as such in the Guarantee;
Her Majesty's Government	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;
Indirect Losses	means loss of profits, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Intellectual Property Rights (IPR)	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
KPIs	Means the Key Performance Indicators used to measure the performance of this Framework Agreement;
LED	means Law Enforcement Directive (Directive (EU) 2016/680)
Legislation	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate laws or notice of any Regulatory Body;
Management Information or MI	means the information and data collated by the Provider to evidence performance against the various milestones and performance measures defined in the Service Specification, Framework

	Agreement and/or Call Off Contract, and submitted to the Department in the requested format;
Milestone	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Contractor is required to meet, achieve, complete or deliver by a stated date;
Milestone Date	means the date by which the Contractor shall achieve the related Milestone;
Model Call Off Contract	means the Model Call Off Contracts in Schedule 2 which specify the terms and conditions for Call Off Contracts (as such may be amended from time to time);
Networking Event	means the event (or events) that the Department intends to facilitate between Contractors and organisation interested in becoming delivery partners or Sub-Contractors;
New Head Teachers	means Head Teachers eligible for the NPQH Additional Support Offer for New Head Teachers;
NPQH Additional Support Offer	means the NPQH Additional Support Offer for New Head Teachers as described in Document 2 – Specification paragraph of this Invitation To Tender;
NPQs	means the reformed suite of National Professional Qualifications;
Open Government Licence	means a copyright licence published by the UK government;
Order	means an order for Services served by the Customer on the Contractor in accordance with the Ordering Procedures;
Ordered Services	means any Services available under this Framework Agreement the Customer has instructed the Contractor to carry out under the terms of a Call Off Contract by means of a valid Order placed in accordance with the Ordering Procedures;
Output Based Performance Payments	means payments made on achievement of outputs;
Ordering Procedures	means the procedures specified in clause 4 of this Framework Agreement;
Parent Company	means a company that has a controlling interest in another company;
Payment Method	means the chosen way of paying a Contractor by a School for an Order, specified by the School at the Quotation Procedure stage;
Price Per Teacher	means the price set per Teacher for each NPQ or NPQH Additional Support Offer for New Head Teachers;
Protective Measures	means appropriate technical and organisational measures which may include, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal Data can be restored in a timely manner after an incident , and regularly assessing an evaluating the effectiveness of the such

	measures adopted by it;
Qualifying Change in Law	<p>means:-</p> <p>(a) any Change in Law which specifically refers to the provision of a service the same as or similar to the Services; or</p> <p>(b) a Change in Law the terms of which apply expressly to the Project and to similar projects and/or the Contractor and not to other persons;</p> <p>which was not foreseeable at the Contract Commencement Date;</p>
Quality Assurance	means how the Department or its representatives will measure the Contractor's performance in developing and delivering the training programme.
Quality Assurance Framework	means the documents that set out quality requirements and processes that the Contractor shall comply with when delivering the services.
Quality Assurance Function	means the external body appointed by the Department to monitor quality assurance delivery in accordance with section 2B, paragraph 2 of the Specification;
Quality Failure	means where Quality Assurance processes have identified a failure to adhere to the Quality Framework or any other failure to meet the quality requirements set out in the Call Off Contract.
Quotation	means the Contractor's offer to undertake a Call Off Contract;
Quotation Procedure	means the procedure set out in Schedule 4;
Ranking	Means the ranking of the Contractor as set out in Schedule 6;
Records	means such full and accurate records as are required to be kept by the Contractor to satisfy the requirements of clause 22 (Audit);
Recruitment Targets	means the targets set out in the Call Off Contract;
Regulatory Bodies	means those Government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
Reporting Period	means the period that occurs every calendar month from 25 <sup>th</sup> of each month to the 24 <sup>th</sup> of the following month and will commence on the Contract Commencement Date;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Scholarship Funding	means funding provided by the Department to enable Teachers to undertake a NPQ;

Scholarship Funding Criteria	means the criteria that determines whether a Teacher is eligible for Scholarship Funding;
School	means an organisation that meets with the criteria set out in Schedule 13 that can access the Services of this Framework Agreement;
School Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by a School;
School Delivery Plan	means the Delivery Plan submitted by the Contractor in accordance with the Quotation Procedure that applies to School Call Offs;
Service Failure	means the failure of the Contractor to meet SLAs, KPIs and Milestones as described in this contract;
Services and Service Requirements	means the Services specified in Schedule 3 (the Specification) that the Contractor shall make available to the Customers in accordance with this Framework Agreement;
SLA	means Service Level Agreement;
SME	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
Specification	means the specification of Services being offered to the Customer by the Contractor under this Framework Agreement as included in this Framework Agreement at Schedule 3;
Sub-Contractor	means any contractor selected, appointed and managed by the Contractor. The terms "Sub-Contract" and "Sub-Contracting" shall be similarly construed;
Teacher	means a teacher, new head teacher, leader, head teacher or person who undergoes an NPQ;
Termination Date	shall mean the date on which the Framework Agreement terminates before the end of its intended Contract Period, in accordance with the terms of the Framework Agreement.
Terms of Access	means the agreement between the Department and a School which applies when a School wishes to access the Framework Agreement;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 into English law;
Variation	A change to the terms of this Contract agreed in accordance with Schedule 5;
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales.



## **SCHEDULE 2 – MODEL CALL OFF CONTRACT**

The Model Call-Off Contract is attached as a separate Schedule to this Framework Agreement.

## SCHEDULE 3 – SPECIFICATION

### SECTION 1: BACKGROUND

#### 1 Context

- 1.1 Teachers are the foundation of the education system – there are no great schools without great teachers. At the heart of great teaching and great school leadership is a shared, evidence informed understanding of what works.
- 1.2 The Department is transforming the training and support available for teachers at all stages of their career. This will help ensure that every child in the classroom in every school gets a world class start in life. By increasing and improving the development opportunities and career pathways available, these reforms also aim to make teaching a more attractive long term career.
- 1.3 The 2019 [Teacher Recruitment and Retention Strategy](#) set out a range of commitments intended to ensure that teaching remains an attractive, sustainable and rewarding career path.
- 1.4 The Department has revised the [Initial Teacher Training Core Content Framework](#) and, through the implementation of the Early Career Framework (ECF), will support teachers in the first years of their career with a structured two year induction.
- 1.5 Building on this, the Department's priority is to help all teachers continuously develop their knowledge and skills throughout their careers.
- 1.6 The reformed suite of National Professional Qualifications (NPQs) is designed to achieve this.
- 1.7 From starting Initial Teacher Training to becoming an established school leader, the package of reforms will create a golden thread of training and development, based on a consistent, evidence informed understanding of what works. The training and development programmes are underpinned by carefully aligned frameworks that build on one another as a teacher progresses and are delivered by experts in the system.
- 1.8 Together, these reforms will help all teachers feel more confident and in control of their careers, elevating the quality of teaching and school leadership across the country.

#### 2 The Reformed Suite of NPQs

- 2.1 NPQs are a voluntary suite of qualifications designed to support the professional development of all teachers and school/trust leaders. They are already widely recognised by the sector and regarded as a set of prestigious professional qualifications.
- 2.2 The reformed suite of NPQs comprises of the following qualifications:

	Qualification	Target audience
Specialist	NPQ for Leading	For teachers who have, or are aspiring to have, responsibilities for leading teaching in a subject,

	Teaching (NPQLT)	year group, key stage or phase.
	NPQ for Leading Behaviour and Culture (NPQLBC)	For teachers who have, or are aspiring to have, responsibilities for leading behaviour and/or supporting pupil wellbeing in their school.
	NPQ for Leading Teacher Development (NPQLTD)	For teachers who have, or are aspiring to have, responsibilities for leading the development of other teachers in their school. They may have responsibilities for the development of all teachers across a school or specifically trainees or teachers who are early in their career.
<b>Reformed Leadership NPQs</b>	NPQ for Senior Leadership (NPQSL)	For school leaders who are, or are aspiring to be, a senior leader with cross school responsibilities.
	NPQ for Headship (NPQH)	For school leaders who are, or are aspiring to be, a head teacher or head of school with responsibility for leading a school.
	NPQ for Executive Leadership (NPQEL)	For school leaders who are, or are aspiring to be, an executive head teacher or have a school trust Chief Executive Officer (CEO) role with responsibility for leading several schools.

- 2.3 The three NPQs for leading teaching, behaviour and culture, and teacher development are replacing the existing Middle Leadership NPQ and have been added to the suite for teachers who want to deepen their expertise in specialist areas.

### NPQ Content Frameworks

- 2.4 The Department has developed and published an NPQ Content Framework, specifying the mandated requirements as to what the curricula of the NPQ training should cover. The NPQ Content Frameworks can be found here:  
<https://www.gov.uk/government/publications/national-professional-qualifications-frameworks-from-september-2021>
- 2.5 The NPQ Content Frameworks are relevant to teachers in both primary and secondary phases. They have also been designed to ensure they support all pupils to succeed in both mainstream and specialist settings. This includes those pupils identified within the four areas of need set out in the Special Educational Needs and Disability (SEND) code of practice<sup>1</sup>, and children in need of help and protection as identified in the Children in Need Review<sup>2</sup>.
- 2.6 The curriculum content developed by Providers must cover all the knowledge and skills included in the NPQ Content Framework. The actual structure and how the content will be delivered, is for the Provider to design and determine.

<sup>1</sup> <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>

<sup>2</sup> <https://www.gov.uk/government/publications/review-of-children-in-need/review-of-children-in-need#background>

- 2.7 For the reformed leadership NPQs (NPQSL, NPQH and NPQEL), while it is still expected all statements in the NPQ Content Frameworks will be covered, the experience of the Teachers may lead Providers to particularly focus on the 'learn how to' columns when covering the first four sections (school/trust culture, teaching, curriculum and assessment, and behaviour).
- 2.8 The assessment process for NPQs has been refreshed to reduce the workload burden on teachers while still providing an opportunity for them to apply their knowledge. To pass the courses, teachers will need to engage with at least 90% of the course (exact requirements to be determined by the Provider) and pass one Summative Assessment.
- 2.9 In addition to the reformed suite of NPQs, the Department is introducing an £800 per eligible head teacher top-up payment in respect of the NPQH for providers to design and deliver an additional support offer for new head teachers who have taken the reformed NPQH or will be taking the NPQH in their first two years in role (the 'NPQH Additional Support Offer for New Head Teachers'). This is a targeted package of support tailored to the needs of Teachers new to the role of headship when they are at their least experienced and most at risk of leaving the profession.
- 2.10 The aim of the NPQH Additional Support Offer for New Head Teachers is to provide structured, unassessed face to face support based on the best available evidence about what makes an effective head teacher. This may include but is not limited to group coaching and expert led one to one conversations. Challenges new head teachers face are varied, evidence shows that support is more effective when tailored to the needs and context of the head teacher.
- 2.11 Providers appointed to this Framework Agreement will be required to design the NPQH Additional Support Offer for New Head Teachers and set a clear, coherent mechanism to ensure that it is available both to those who have completed or started the reformed NPQH prior to taking up their first head teacher role, and those who are in their first two years of headship.

### **3 Teaching School Hubs**

- 3.1 The Department's 2019 Teacher Recruitment and Retention Strategy committed to improving support for all teachers, ensuring that they receive high quality training and development at every stage of their career – from Initial Teacher Training through to school leadership. At the heart of this new system will be Teaching School Hubs (TSH). TSH will have a dedicated focus on teacher training and development, recognising the development of teacher expertise as the most important form of school improvement.
- 3.2 TSH will be expected to play a significant role in NPQ delivery. The delivery model outlined at section 1 paragraph 5, provides further detail of how TSH, once designated, may form part of the Lead Provider's supply chain.
- 3.3 In addition to NPQ delivery and their involvement in the national roll out of ECF, TSH will also deliver school based Initial Teacher Training, and quality assure statutory induction through an Appropriate Body role. Their clearly defined role in teacher development will make it easier for schools and teachers to identify what opportunities and support are available to them. TSH will also be able to deliver other high quality evidence based CPD that focusses on developing quality teaching across the hub area.

- 3.4 Applications to become a TSH closed on 30 October 2020. Designation will take place in late January/early February 2021.

#### **4 Alternative NPQ Provision**

- 4.1 The 2019 Teacher Recruitment and Retention Strategy outlined the Department's commitment to improving training opportunities at every stage of the teacher career journey. We need a strong delivery infrastructure to provide a world class development offer for teachers and leaders. To support this, the Department may in the future establish new teacher training models to deliver the NPQ and/or other teacher development programmes.
- 4.2 Therefore, the Department reserves the right to run a separate procurement or procurements during the term of the NPQ Framework to establish alternative delivery models that include the delivery of NPQ Services and incorporate them within existing NPQ and NPQH funding and demand.
- 4.3 In this event, the Department will provide further details regarding opportunities and/or impacts for NPQ Framework Providers. NPQ Framework Providers are reminded that under the Framework Agreement there is no guarantee of there being a specified level of Call Offs or indeed any Call Offs at all. There is also no exclusivity in relation to the same or similar Services only being delivered by NPQ Framework Providers.

#### **5 Delivery Model Overview**

- 5.1 Providers appointed to the Framework Agreement will be responsible for designing and delivering the entire reformed suite of NPQs and the NPQH Additional Support for New Head Teachers.
- 5.2 Providers can build capacity in either the design and/or delivery aspect of the NPQ through appointing specialist partner organisations to design and deliver the curriculum content or deliver the NPQ Assessment Function. The Assessment Function relates to the marking of Summative Assessment and completion of feedback and moderation as outlined in 3.12 to 3.34 of Part A of the Service Requirements below.
- 5.3 Providers can deliver the range of Services in partnership with Delivery Partners. It is envisaged that these Delivery Partners may include Multi-Academy Trusts (MATs), TSH, other high performing schools, school networks and high quality education providers.
- 5.4 The Department envisages that Delivery Partners will:
- 5.4.1 partner with the Lead Provider, ensuring the design and delivery of qualifications and programmes is high quality and consistent;
  - 5.4.2 contribute towards the recruitment of Teachers;
  - 5.4.3 work flexibly with the Lead Provider, leading or contributing expertise to the design of content and delivery, enabling best practice on the ground and local contexts to be considered;
  - 5.4.4 deliver qualifications and training;
  - 5.4.5 collaborate with other Delivery Partners to ensure coherency of the training offer;

- 5.4.6 undertake regular reviews of their delivery in line with the quality assurance strategy and contractual obligation of the Lead Provider;
  - 5.4.7 supply timely data and Management Information to the Lead Provider;
  - 5.4.8 ensure Teachers understand and complete NPQ assessment requirements;
  - 5.4.9 ensure that, where they are delivering the Assessment Function, the Delivery Partner will instigate processes to ensure there is a separation of duties between the delivery of the Assessment Function and the delivery of content to ensure there is no risk of actual or perceived conflict of interest in the operation of these two roles.
- 5.5 Delivery Partners must have the specific expertise to enable them to support the Lead Provider in designing the curriculum content and deliver high quality training to Teachers or administering assessment. Delivery Partners must meet the minimum selection criteria set out in Table 4.
- 5.6 The Department recognises that Providers may need time to build their capacity and develop their Delivery Partner network over the term of the Framework Agreement. Therefore, the Department has designed the Framework to allow increased flexibility for the Provider to adjust the composition of their supply chains for each Call Off Order.
- 5.7 Providers will have the flexibility to create partnerships that allow Delivery Partners to specialise and deliver one or more of the NPQs. Providers must ensure that only Delivery Partners who deliver the NPQH deliver the NPQH Additional Support Offer for New Head Teachers. This may include but is not limited to coaching, one-to-one expert led support and peer network support.
- 5.8 Providers will have the flexibility to extend the NPQH programme for up to 6 months (24 months in total) for Teachers taking the NPQH in their first two years of headship. This will help incorporate the Additional Support Offer for New Head Teachers and alleviate any workload pressures that Teachers new to the role of headship may encounter.
- 5.9 Providers will ensure that Delivery Partners are sufficiently trained to deliver the designed content and will ensure they are engaged in the curriculum design process.

## **6 Scholarship Funding, Recruitment Targets and Ambition**

- 6.1 The initial number of training places that will be funded by the Department and the final Scholarship Funding Criteria will depend on the outcome of the Spending Review 2021/22 ("SR2021/22") and the Tendered Prices of Providers.
- 6.2 In line with the Department's priorities, criteria have been established for teachers to receive scholarship funding for NPQs, as part of this Framework Agreement. Table 1 below sets out the scholarship funding criteria and policy benefit:

<b>Table 1: Scholarship Criteria for Departmental Funded Training</b>		
<b>Scholarship Funding Criteria</b>	<b>Policy Benefits</b>	<b>Delivery Requirements</b>

Full funding for all teachers accessing the NPQ for Leading Teacher Development, who are employed by an Eligible School* in England subject to target limits set out in Delivery Call Offs).	Supports an ambition to build capability in the profession so that teachers can expertly train and develop other teachers.	Lead Providers will validate that the Teacher has met the funding criteria.
Full funding for all teachers accessing the NPQ for Headship, who are employed by an Eligible School* in England (subject to target limits set out in Delivery Call Offs).	Improve leadership in schools.	Lead Providers will validate that the Teacher has met the funding criteria.
For all NPQs (Specialist and Leadership), targeted funding will be provided for teachers employed by an Eligible School* in England, that is within the top 30th percentile in relation to pupils on Pupil Premium, as of the end of the previous academic year (subject to target limits set out in Delivery Call Offs).	Improve leadership in schools serving disadvantaged communities.	Lead Providers will validate that the Teacher is employed by a school who meets the criteria, the Department will identify schools across England who meet the criteria.
Universal funding for all head teachers eligible for the NPQH Additional Support for New Head Teachers, who are employed by an Eligible School* in England during their first two years in role (subject to target limits set out in Delivery Call Offs).	Address retention challenges by ensuring New Head Teachers have access to support as part of their NPQH.	Lead Providers will validate that the Teacher has met the funding criteria.

\*see ITT Document 1 for the lists of schools that can access targeted funding via the Framework Agreement.

- 6.3 The targeted recruitment set out in Delivery Call Offs will relate to Teachers funded by the Department only, those teachers who are School funded will not count towards NPQ targets. The value of delivery direct to Schools will however, count towards the overall value of the Framework.
- 6.4 A Teacher will not be eligible for funding from the Department and will not count towards recruitment targets if they have previously withdrawn from or failed the same NPQ qualification. Timings for eligibility will be confirmed by the Department during each Call Off Contract award.

## **7 Call Off Arrangements**

- 7.1 The Framework Agreement allows for flexibility to issue Call Off Contracts for each academic year, either by direct award or Further Competition, which will be determined by

policy priorities, demand, funding and other factors that are deemed appropriate. Schedule 4 of the Framework Agreement sets out the Call Off procedures.

- 7.2 The Department anticipates awarding Call Off Contracts on an annual basis which cover the September and February Cohorts.
- 7.3 The number and type of Call Off Orders placed by the Department will depend on the outcome of the Spending Review 2021/22 ("SR2021/22") and the Tendered Prices of Providers.
- 7.4 The intention is to award two Call Offs ("Set Up Call Off" and "Delivery Call Off") within the first year of the Framework to one or more Providers. Additional "Delivery Call Offs" will be made in years 2, 3 and 4. Section 2 of the ITT Document 1 outlines the Department's intentions in respect of awarding Call Off Orders.

## **8 School Call Offs**

- 8.1 The Framework Agreement will be accessible to teachers from schools who do not meet the Scholarship Funding criteria outlined in Table 1. Schools who do not meet the Scholarship Funding criteria will be able to award Call Off Orders to Providers in accordance with Schedule 4 of the Framework Agreement. This is to allow teachers who are not eligible for funding from the Department to undertake a NPQ with a Provider on the Framework.
- 8.2 Clause 33 of the Framework Agreement sets out specific conditions in respect of Call Off Orders made by Schools.

## **9 Programme Design and Set Up**

- 9.1 As part of the Set Up Call Off, Providers appointed to the Framework Agreement shall commence the design of all training content, Formative and Summative Assessment and delivery of the NPQs in a timely manner. Providers will be required to submit specified content for review in line with the content quality review process outlined at section 2A paragraph 5.
- 9.2 The Provider will work flexibly with Delivery Partners throughout the design of the NPQs and the NPQH Additional Support Offer for New Head Teachers building on the success of the current suite of NPQs, will provide opportunities for peer to peer engagement to support programme development.

## **10 Quality Assurance**

- 10.1 The Department is currently developing its Quality Assurance (QA) Function and is in the process of appointing an external body to quality assure service delivery under the Framework (the 'External Body'), including conducting field visits to Providers and a sample of their Delivery Partners.
- 10.2 The QA Function will begin operating during Academic Year 2021/22, assessing the performance of Services delivered under the Call Off Contracts, its quality assessments will support and inform contract management of the Providers.
- 10.3 Further details of the QA Function are outlined in paragraph 2 of Part B of the Specification. Providers should be aware that the Department reserves the right to amend this section to



reflect the revised position on the QA Function, the implementation of the quality framework and any associated performance criteria, and role of the External Body.

- 10.4 The Department and or an External Body deployed by the Department, will undertake a phased content quality review of Provider's materials developed during the Set Up Call Off, further details are set out in paragraph 5 of Part A of the Specification.

## **SECTION 2A: SPECIFICATION OF REQUIREMENTS**

### **1 Service Requirements**

- 1.1 Providers appointed to this Framework will be required to deliver the full suite of reformed NPQs, in doing so they will be expected to provide the full range of Services detailed in this Specification. These Services include but are not limited to the requirements for the Provider to:

#### **Set Up Call Off**

- i. deliver the Provider's Set Up Implementation Plan, as agreed with the Department;
- ii. form partnerships with and manage Delivery Partners (where applicable);
- iii. design the curriculum content for the suite of six NPQs, including Formative Assessment;
- iv. design the NPQ Summative Assessment and produce the assessment materials required to deliver Call Offs in Years 1-3 of the Framework Agreement;
- v. design the NPQH Additional Support Offer for New Head Teachers;
- vi. design and host a Landing Page;
- vii. attract, assess, and recruit Teachers; and
- viii. develop a User Digital Platform.

#### **Delivery Call Off**

- i. deliver induction and training to Teachers;
- ii. manage relationships with Schools;
- iii. deliver the NPQ Assessment Function, providing feedback and outcomes;
- iv. comply and collaborate with the QA Function and respond to feedback, as part of continuous improvement;
- v. collaborate with the Independent Evaluation function;
- vi. for Year 4 Delivery Call Off only, produce NPQ Summative Assessment materials required to deliver Year 4 of the Framework Agreement;
- vii. manage its Delivery Partners, reporting on performance and providing Management Information in accordance with Part 3 and Schedule 2 of each Call Off Contract to the Department - including details of any appeals and complaints received (and the resulting outcome);
- viii. check and confirm eligibility for Department funding;
- ix. notify the Department of any withdrawals, deferrals and deferral restarts;
- x. develop, host and manage a Digital Platform and work with the Department to test the shared end-to-end user journey including any points at which the Department's and the Provider's Digital Platform integrates.

- 1.2 Providers will deliver the Service Requirements under Call Off Contracts in accordance with the requirements set out in this Specification and any specific additional requirements set out in the individual Call Off Orders.

- 1.3 Providers that fail to achieve the Milestones associated with the Set Up Call Off Contract will be subject to the measures set out in paragraph 1.4 of Schedule 8 in the Framework Agreement and Part 2 of Schedule 2 of the Call Off Contract. If Milestone 3 of the Set Up Call Off Contract is not achieved, the Contractor will not be permitted to commence delivery of the September 2021 cohort under the first delivery Call Off Contract it is awarded and if the Provider does not achieve Milestone 5 under the Set Up Call Off Contract the Department will immediately terminate the first delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any Set Up Costs previously paid.

## **2 NPQ Programme Length and Timings**

- 2.1 The Provider must design training in accordance with the requirements set out in Table 2 below:

<b>Table 2: NPQ Training Durations</b>			
<b>Qualification Type</b>	<b>Taught Course Duration</b>	<b>Summative Assessment Period</b>	<b>Total Duration</b>
Specialist NPQs	12 months	3 months	15 months
NPQSL	18 months	3 months	21 months
NPQH	18 months  With flexibility to extend by up to 6 months for Teachers new to the role of headship	3 months	21 months  Up to 27 months for Teachers new to the role of headship
NPQEL	18 months	3 months	21 months

- 2.2 The content detailed in the NPQ Content Frameworks must be covered within the taught course duration. Following this, the Provider has 3 months to deliver, mark and moderate the Summative Assessment, including working with the national moderator. Providers must ensure that Teachers are awarded their final mark within the total timeframe.
- 2.3 The Department will fund two cohorts for each NPQ in any one academic year:
- 2.3.1 the September Cohort shall commence during term time in September;
- 2.3.2 the February Cohort shall commence during the first working week of February.
- 2.4 The Provider shall ensure all Teachers registered for a NPQ receive an induction, so they are suitably prepared to commence the training, i.e. ensuring Teachers have access to the relevant systems to enable them to access materials.

2.4.1 It is the Department's intention that all Teachers will be required to register with a Central Digital Platform as described in paragraph 19.

- 2.5 The Provider must deliver the training substantially within school term dates and is expected to maximise attendance/engagement by being mindful of key dates within the school year such as SATs and GCSE exam dates, as well as religious holidays.

### **3 National Professional Qualifications Content and Design**

- 3.1 The Provider shall ensure that each of the NPQ curricula and content it designs is in accordance with and includes all of the knowledge and skills outlined in the relevant NPQ Content Framework.
- 3.2 Providers are expected to engage with the expertise of their Delivery Partners when designing and refreshing the content and delivery to ensure that subject expertise, best practice and local contexts can be considered.
- 3.3 Providers shall ensure that the content for the NPQ training works for all Teachers, regardless of subject, phase, or context. This can either be via a universal programme of content suitable for all eligible Teachers drawing from a range of subjects, phases and contexts or separate sets of content which are subject, phase and/or context specific.
- 3.4 Providers shall ensure that the NPQ for Leading Teaching includes the use of evidenced based, tailored subject or phase specific exemplification materials embedded into the training. This is to ensure Teachers develop expert teaching practice in their relevant context.
- 3.5 Providers shall develop high quality training materials that cover all the content in the relevant NPQ Content Framework, making use of evidence of effective pedagogy and that provisions are revised over time to reflect emerging evidence and outcomes.
- 3.6 Providers shall ensure that the taught materials are informed by current research and international best practice.
- 3.7 Providers shall ensure that as a minimum the design of the course meets the minimum hours criteria set out in Table 3 below:

<b>Table 3: NPQ Minimum Hours Requirements</b>			
<b>Qualification Type</b>	<b>Minimum Overall Hours</b>	<b>Minimum Synchronous Delivery</b>	<b>Minimum In Person Delivery</b>
Specialist NPQs	50 hours	20 hours	8 hours
Leadership NPQs	75 hours	30 hours	12 hours

- 3.8 To meet the minimum overall hours requirements Potential Providers should calculate the total amount of time that Teachers will need to complete the programme, including using self-study materials and completing Formative Assessments, but not including personal revision time for the Summative Assessment.

- 3.9 Synchronous delivery includes in person (i.e. face to face) delivery as well as other live sessions (i.e. online lectures/seminars, group work and mentoring).
- 3.10 Potential Providers should be aware that Table 3 above sets out the minimum hour requirements, not guide amounts, and in all cases Providers will need to cover all the knowledge and skills in the NPQ Content Frameworks. As such, Providers may design training of different lengths within the Specialist or Leadership categories (i.e. NPQH may require more hours than NPQSL). Providers shall ensure that the delivery of their training takes into account Teacher workload considerations.
- 3.11 During the Set Up Call Off, the Provider shall provide sample NPQ course materials and case studies as part of the Department's quality assurance process. Providers will be required to submit all course content, case studies and mark scheme materials following completion, as specified at section 2A, paragraph 5.

### **NPQ Assessment**

- 3.12 To pass an NPQ, a Teacher must meet the following criteria:
  - 3.12.1 engage with 90% of the course (exact requirements to be determined by the Provider);
  - 3.12.2 submit and pass one Summative Assessment.
- 3.13 Throughout the programme, Providers are required to ensure that Teachers participate in Formative Assessment, and the results of this should feed into future delivery.
- 3.14 Providers shall design an assessment process to measure Teacher participation in the course.
- 3.15 Providers must provide Teachers at the start of their training with a complete list of course elements that will count towards participation metrics and set out how participation in those elements will be measured. These could include, but are not limited to, face to face sessions, webinars, and self-directed study. They must, however, include Formative Assessment activities.
- 3.16 Providers must ensure that they comply with their legal obligations under the Equality Act 2010. Providers must make adjustments to ensure that course elements, including attendance at core sessions, can be adapted for teachers with protected characteristics/additional needs.
- 3.17 Providers shall prepare NPQ Summative Assessments that:
  - 3.17.1 take the form of a case study;
  - 3.17.2 are a minimum of 2,000 words in length;
  - 3.17.3 only cover content referred to in the relevant NPQ Content Framework;

- 3.17.4 represent a likely situation to be faced by a Teacher at the relevant NPQ qualification level or role;
- 3.17.5 allow Teachers to demonstrate their understanding of the relevant NPQ Content Framework and offer them an opportunity to demonstrate that they can successfully apply this;
- 3.17.6 test Teachers on a variety of both 'learn that' and 'learn how to' statements from within the relevant NPQ Content Framework;
- 3.17.7 are accompanied by a unique and specific mark scheme setting out what constitutes a 'pass' and a 'fail', ensuring marks are awarded for both 'learn that' and 'learn how to' statements of the relevant NPQ Content Framework.
- 3.18 The Provider must create and set a new and different case study and corresponding mark scheme for each cohort for every NPQ to limit the risk of plagiarism. The Provider must ensure that all Delivery Partners use the same assessment where the cohort/qualification level is the same.
- 3.19 Across the Set Up Call Off, the Provider shall develop and submit six case studies and mark schemes for each NPQ level (total of 36). In addition, should a Call Off contract be awarded for Year 4 of the Framework Agreement, the Provider shall develop a further three case studies and mark schemes for each NPQ level (18).
- 3.20 The Provider must deliver the Summative Assessment to all Teachers after the course content has been delivered:
  - 3.20.1 The assessment windows for Specialist NPQs are 1<sup>st</sup> September to 30<sup>th</sup> November, and 1<sup>st</sup> February to 30<sup>th</sup> April, excluding weekends and Bank Holidays;
  - 3.20.2 The assessment windows for Leadership NPQs are 1<sup>st</sup> March to 31<sup>st</sup> May, and 1<sup>st</sup> August to 31<sup>st</sup> October, excluding weekends and Bank Holidays.
- 3.21 The Provider shall provide samples of assessment materials (case studies and associated mark schemes) for quality review, as outlined at section 2A, paragraph 5.
- 3.22 Teachers will be allowed an eight calendar day window to provide a written response of a maximum of 1500 words for the case study (unless adjustments are required on an individual basis) in an 'open book' setting. Teachers should receive the unseen case study question at the start of the eight day window (exact timing to be determined by the Provider) and submit their response by midnight of the eighth day.
- 3.23 Providers must provide Teachers, at the start of their training, the dates of the Summative Assessment so Teachers can plan for this with their schools.
- 3.24 The Provider shall develop mechanisms for accurately measuring and reporting participation rates in the Summative Assessment task and have mechanisms and strategies for improving low participation rates.
- 3.25 The Provider shall develop mechanisms for accurately moderating Summative Assessment answers to ensure faithful and consistent application of the mark scheme across Delivery

Partners. Additionally, the Provider will work with the Department and/or its External Bodies to ensure a sample of 10% of Summative Assessment submissions are externally moderated. The Provider shall ensure that the assessment submission is able to be shared in a format that is compatible with the MS Office software suite.

- 3.26 The Provider shall develop and implement a policy which outlines mechanisms to mitigate the risk of plagiarism. This shall include the use of software to detect plagiarism and detail how suspected cases of plagiarism will be investigated and addressed.
- 3.27 Providers shall design a delivery model that promotes impartiality relating to the Assessment Function. This must include an 'ethical wall' whereby individuals involved in the delivery of NPQs are separate to the individuals involved in assessment (even if they are within the same organisation), but may also include other measures such as anonymised submissions. The Provider may engage a Delivery Partner specifically to complete the Assessment Function for some or all of its delivery, but this is not required.
- 3.28 The Provider must communicate the moderated outcome of the Summative Assessment (pass or fail) to the Teacher within three months of submission of their submission.
- 3.29 The Provider must allow Teachers to resit the Summative Assessment up to a total of one additional time, in the event they fail the first assessment.
- 3.30 Providers will be funded only to develop one assessment task per cohort and so, to ensure case studies remain unseen prior to assessment, it is recommended that resits are administered at the same time as the next cohort of the same qualification, using the case study prepared for the next cohort.
- 3.31 If a Provider does not have a Call Off for the next cohort, they should administer the resit no later than 6 months after the teacher received their original result, using the case study/mark scheme that would have been used for the next cohort. The cost associated with any resits will not be paid separately.
- 3.32 At the end of each cohort, Providers shall confirm with the Department for each Teacher whether they fulfilled the two assessment requirements (participation metrics and the Summative Assessment) and therefore whether they were awarded the qualification.
- 3.33 Subject to the Provider confirming that a Teacher has passed the assessment requirements, a certificate will be made available for Teachers to download from the Department's teacher self-service portal<sup>3</sup>.
- 3.34 Providers must ensure that, if NPQH delivery is extended for a Teacher taking the NPQH in their first two years of headship, Summative assessment takes place during an appropriate assessment window, as outlined at paragraph 3.17, and is subject to the same moderation procedures.

## **Appeals**

- 3.35 Providers must design a policy for, and operate, a fair and accessible appeals process, that can be shared with the Department on request. Where the cause for appeal relates to the

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<sup>3</sup> <https://teacherservices.education.gov.uk/SelfService/Login>

marking of the Summative Assessment (including resits), the process must involve a minimum of one person not involved in the original marking and moderation. The policy shall also cover cases where the cause of appeal relates to participation metrics (for example, a Teacher believes there has been an administrative or technical error in recording engagement).

- 3.36 The Department and/or its External Body working on its behalf will be the final arbiter if all processes internal to the Provider have been exhausted. The Provider shall endeavour to resolve appeals within a reasonable time period, and the Department therefore expects internal procedures would take no longer than 3 months from the date the appeal is submitted by the Teacher.
- 3.37 A Teacher's decision to appeal shall not affect their ability to resit the Summative Assessment up to one additional time.
- 3.38 The associated cost of handling any appeals will be borne by the Provider at its own expense.

#### **4 NPQH Additional Support Offer for New Head Teachers**

- 4.1 The Provider shall develop and deliver a tailored, face-to-face support offer for New Head Teachers taking the NPQH in their first two years of headship. This must also be suitable for New Head Teachers who have taken the reformed NPQH before headship if taken within two years of becoming a New Head Teacher.
- 4.2 The Provider shall make sure the NPQH Additional Support Offer lasts for at least the duration of the New Head Teacher's first academic year in role, and delivery should take into account the workload of a New Head Teacher. The Provider shall ensure that the NPQH Additional Support Offer works for all New Head Teachers, regardless of phase or context.
- 4.3 The Provider shall give due consideration to different delivery methods; these could include, but are not limited to, a combination of coaching sessions, one to one support discussions and peer network support. The NPQH Additional Support Offer should enhance delivery of the NPQH, regardless of whether the New Head Teacher is currently taking the NPQH or has already completed it within two years of becoming a New Head Teacher. The NPQH Additional Support Offer must be based on the content of the NPQH Content Framework and work in relation to, and fit around, the wider NPQH programme. Individuals delivering the NPQH Additional Support Offer should have expertise in this content.

#### **5 NPQ Content Quality Review and Submission**

- 5.1 Under the Set Up Call Off, Providers shall submit specified content for quality review and sign off by the Department and/or its External Bodies. There will be two phases to the content quality review, as set out below.
- 5.2 Delivery of curriculum content for the first Delivery Call Off is subject to Department sign off.
- 5.3 Following successful quality review and content development, Providers shall submit all content developed during the Set Up Call Off to the Department in line with the milestone payment reimbursement plan as set out in Schedule 2 of the Call Off Contract
- 5.4 Phase 1:

- 5.4.1 Providers shall submit sample curriculum materials from the NPQ for Headship and NPQ for Leading Teacher Development, which are intended for delivery in the first 12 months of a cohort. Providers shall also submit one Summative Assessment case study and mark scheme for the NPQ for Leading Teacher Development.
- 5.4.2 The Department will notify the Provider to which section(s) of the NPQ Content Framework will be tested as part of the quality assurance review, the Provider shall submit relevant curriculum content (including Formative Assessment materials) that demonstrates delivery of the section(s). The Department recognises that content related to a section of a NPQ Content Framework may not be taught sequentially, therefore Providers will be required to submit supporting explanatory notes to assist the quality review.
- 5.4.3 The Department and/or its External Bodies will review all NPQ sample curriculum content against quality thresholds and will assess whether it sufficiently demonstrates delivery across specified sections of the NPQ Content Framework and compliance with assessment requirements.
- 5.4.4 Outcomes of the Phase 1 review by the Department and/or its External Bodies will be communicated to the Provider in August 2021 (exact date to be clarified at Contract Award). Where the curriculum content has met expectations, the Provider will be able to develop further content and will be permitted to commence delivery of the content to Teachers in the first Cohort (2021/22). Where curriculum content falls below expectations, the Provider will be required to respond promptly to feedback and provide adequate reassurance, to the reasonable satisfaction of the Department before delivery of the first Cohort (2021/22) can commence, the Department will work with Providers to manage the associated impact to enrolled Teachers in this scenario. The Department will have final sign off on materials being delivered as part of any Call Off Contract awarded to the Provider.

## 5.5 Phase 2:

- 5.5.1 All Providers shall submit further sample curriculum content for the NPQ for Headship that demonstrates delivery beyond the 12<sup>th</sup> month of a cohort, as well as sample curriculum content for the NPQ Leading Teaching and Summative Assessment case studies and mark schemes for both of these NPQs. Providers should consider this alongside content submission requirement in paragraph 5.4 above.
- 5.5.2 The Department and/or its External Bodies will review the sample curriculum content and assessment materials against quality thresholds and will assess whether it sufficiently demonstrates delivery across specified sections of the NPQ Content Framework and compliance with assessment requirements.
- 5.5.3 The Department will notify the Provider in October 2021 to which section(s) of the NPQ Content Framework are being tested, the Provider shall submit relevant curriculum content (including Formative Assessment materials) that demonstrates delivery of the section(s). The Department recognises that content related to a section of a NPQ Content Framework may not be taught sequentially, therefore Providers shall submit supporting explanatory notes to assist the quality review.



5.5.4 Outcomes of the Phase 2 review by the Department and/or its External Bodies will be communicated to the Provider in early December 2021 (exact date to be clarified at Contract Award). Where the curriculum content has met expectations, the Provider will be able to conclude content development under the Set Up Call Off and will be permitted to deliver content across Delivery Call Offs, without further planned content quality reviews by the Department. Where curriculum content falls below expectations, the Provider will be required to respond to feedback promptly and provide adequate reassurance before delivery under a Call Off Contract awarded for the 2022/23 cohort can commence, the Department will work with Providers to manage the associated impact to enrolled Teachers in this scenario. The Department will have final sign off on materials being delivered as part of any Call Off Contract awarded to the Provider.

5.5.5 If the Contractor fails to achieve any Milestone set out in the Set Up Call Off Contract, the Contractor will be subject to measures set out in Schedule 7 Part 2 of the Framework Agreement,

5.6 Submission of all curriculum content developed under the Set Up Call Off:

5.6.1 Upon passing the quality review, Providers are required to submit all completed NPQ curriculum content to the Department as set out below and in line with the milestone payment reimbursement plan, as specified at paragraph 2.34 in Document 1 – Invitation to Tender.

5.6.2 Providers shall submit all completed NPQ curriculum content to be delivered to Teachers in the first 12 months of a cohort within a Call Off Contract and will submit all specialist NPQ Summative Assessment case studies and mark schemes that are required for delivery across Years 1-3 of the Framework Agreement (a total of 18).

5.6.3 Providers shall submit all completed NPQ curriculum content to be delivered to Teachers beyond the 12th month of a cohort within a Call Off Contract and all Leadership NPQ Summative Assessment case studies and mark schemes that are required for delivery across Years 1-3 of the Framework Agreement (a total of 18).

5.6.4 Providers should note that further Summative Assessment case studies will be required if a Year 4 Delivery Call Off is awarded, as outlined in section 2A paragraph 3.16.

## **6 Delivery Service Requirements of NPQs**

6.1 The Provider shall:

6.1.1 deliver NPQs and will be accountable for the implementation of their Delivery Plan;

6.1.2 ensure that their Delivery Partners, are fully inducted and suitably skilled to deliver the training;

6.1.3 actively manage their Delivery Partners, ensuring Delivery Plans are followed;

6.1.4 lead communications across Delivery Partners and other stakeholders, ensuring key updates are cascaded and that best practice and lessons learned are collectively considered;

- 6.1.5 comply with the Quality Assurance requirements in Schedule 8 of the Call Off Contract and collaborate and cooperate with the QA Function and establish and maintain a robust quality assurance process including of the work and Services provided by their Delivery Partners;
- 6.1.6 manage and pay their Delivery Partners in line with terms of engagement, which shall be available to the Department on request;
- 6.1.7 design and lead centralised administrative functions across delivery networks including but not limited to, storing, and collecting Teacher data and the Management Information specified in section 2B paragraph 5 of this Specification, withdrawals and deferrals management, disseminating communications and delivering the appeals and complaints process;
- 6.1.8 provide reports and Management Information in accordance with Part 2 of Schedule 2 to the Department and to the QA Function at agreed times;
- 6.1.9 lead and facilitate continuous improvement in accordance with clause 3 of each Call Off Contract to NPQ curriculum, responding to programme evaluations and feedback from Delivery Partners, the Department and the QA Function.
- 6.2 Lead Providers on the new NPQ contract shall engage, and shall ensure that their Delivery Partners engage, with incumbent Providers delivering the current suite of NPQs as required, to ensure a consistent and coherent message is communicated to all Teachers and External Bodies.
- 6.3 Where a Teacher defers and is not able to complete the course under the current NPQ arrangement, the Provider must ensure that their Delivery Partners work together with the incumbent Provider, and each other, to ensure the Teacher is able to continue and complete their qualification.

## **7 Delivery Call Off Services**

- 7.1 Under a Delivery Call Off Order placed by the Department, the Provider will be required to:
  - i. deliver the Provider's Delivery Plan;
  - ii. confirm Delivery Partners;
  - iii. market their Services;
  - iv. attract and recruit the targeted number of Teachers for cohorts 1 and 2;
  - v. deliver induction and training to Teachers undertaking an NPQ;
  - vi. manage relationships with Schools;
  - vii. deliver the NPQ Assessment Function, providing feedback and outcomes;
  - viii. conclude the development of outstanding NPQ case studies and mark schemes that are required as part of any Delivery Call Off awarded in Year 4, or if further case studies are needed to delivery resits should those developed under the Set Up Call Off have been exhausted;
  - ix. check and confirm eligibility for Departmental funding;
  - x. notify the Department of any withdrawals, deferrals and deferral restarts;
  - xi. develop and administer their Digital Platform;
  - xii. collaborate with the QA Function and respond to feedback as part of continuous improvement;

- xiii. collaborate with the Independent Evaluation function;
- xiv. meet the performance Key Performance Indicators (KPI) targets set by the Department;
- xv. manage its Delivery Partners, report on performance and provide Management Information to the Department, including details of any appeals and complaints received (and the resulting outcome);
- xvi. develop, host and manage a Digital Platform and work with the Department to test the shared end-to-end user journey including any points at which the Department's and the Provider's Digital Platform integrates.

## **8 Commissioning of Delivery Partners**

- 8.1 Where the Provider intends to use any Delivery Partner, they are required to identify, onboard, train and manage Delivery Partners for each Call Off Contract to establish a supply chain capable of delivering the Service Requirements stated in each Call Off Order.
- 8.2 As part of the quotation procedure, the Provider will submit a Delivery Plan confirming their supply chain and setting out what role Delivery Partners will play and why they have been chosen.
- 8.3 The Provider shall ensure Delivery Partners complete a declaration provided by the Department, to provide assurance around their capacity and capability and confirmation that they have not breached any of the exclusion grounds set out in Regulation 57 of the PCRs<sup>4</sup>;
- 8.4 The Provider shall ensure that they have considered, and where required mitigated, any potential conflicts of interest, commercial sensitivities and/or data protection risks when recruiting Delivery Partners. The Provider shall keep records of compliance and make them available to the Department and/or the QA Function on request.
- 8.5 The Provider shall manage and address any emerging conflicts of interests in circumstances where a Delivery Partner works with more than one Provider. The Provider is responsible for identifying and managing any such instances within their supply chain and shall implement a proportionate policy or code of conduct, as required.
- 8.6 The Provider is responsible for all legal and audit obligations of their supply chain, including adhering to government and Department policies including, prompt payment, compliance and managing conflicts of interest.
- 8.7 The Provider shall develop and implement a strategy and policy for how they will robustly manage Delivery Partners. This strategy and policy shall include the following:
  - 8.7.1 clear criteria that will be used to select Delivery Partners which must meet the Department's minimum criteria set out below in Table 4 below;
  - 8.7.2 how the Provider will onboard and train Delivery Partners to the required standard when appointed;

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<sup>4</sup> <https://www.legislation.gov.uk/uksi/2015/102/regulation/57/made>

- 8.7.3 how the Provider will manage Delivery Partners effectively to ensure high quality delivery including governance arrangements and contingency plans in the event of poor performance or failure;
- 8.7.4 how Delivery Partners will execute communications and marketing on the Providers behalf in line with government policy and the signed off Communications and Marketing Plan;
- 8.7.5 how the Provider will use Delivery Partners' branding when carrying out communications and marketing (where appropriate).

<b>Table 4: Minimum selection criteria for different types of Delivery Partner</b>	
<b>Commercial Organisations, Charities, HEIs and Consultants</b>	<b>Schools</b>
<p>Potential Delivery Partners must:</p> <ul style="list-style-type: none"> <li>I. meet with the same assessment criteria as the Provider was subject to in respect of Parts 1 and 2 of the Selection Questionnaire;</li> <li>II. have no unmanageable conflicts of interest or reputational risk to the Department or the NPQ programme;</li> <li>III. have no unresolved performance issues on any contract they have with the Department.</li> </ul>	<p>Potential Delivery Partners must:</p> <ul style="list-style-type: none"> <li>I. be graded Good or Outstanding for overall effectiveness by Ofsted<sup>5</sup>;</li> <li>II. have no unmanageable conflicts of interest or reputational risk to NPQ;</li> <li>III. have no unresolved performance issues.</li> </ul>

- 8.8 The Department (or its representative) reserves the right to undertake due diligence on a Provider's Delivery Partners to ensure they have been appointed in accordance with the requirements set out in this Specification and clause 7 and clause 19 of each Call Off Contract.
- 8.9 The Provider shall ensure that the terms of agreement between it and their Delivery Partners include clauses (including payment clauses) that align to those of the Framework Agreement.

## **9 Provider's Delivery Plan**

- 9.1 For each Call Off [except the Set Up Call Off], the Provider shall develop a Delivery Plan. The Provider shall submit their Delivery Plan with each quotation it submits to the Department.
- 9.2 The Delivery Plan shall set out in detail how the Provider proposes to deliver the Service Requirements stated in each Call Off Order. It shall contain and comply with the

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<sup>5</sup> Ofsted inspection reports are available here <https://reports.ofsted.gov.uk/>

requirements set out in Table 5 below and the template provided in Document 10 – Call Off Delivery Plan:

Table 5: Delivery Plan Requirements
<ol style="list-style-type: none"> <li>1) A Delivery Implementation Plan which is a timetable with specific activities and measurable and specific key milestones and how they will be achieved;</li> <li>2) A Call Off specific recruitment strategy including: <ul style="list-style-type: none"> <li>• demand generation and management;</li> <li>• a Communications and Marketing Plan (that meets the requirements set out in section 2A paragraph 18);</li> <li>• information on schools and Local Authorities it intends to target and recruit;</li> <li>• induction arrangements and how they will be managed during each Call Off Order.</li> </ul> </li> <li>3) The proposed Delivery Partner network for each Call Off Order setting out: <ul style="list-style-type: none"> <li>• who the Delivery Partners are;</li> <li>• what role Delivery Partners will carry out;</li> <li>• why and how the Delivery Partners have been chosen and their onboarding arrangements;</li> <li>• a declaration that Delivery Partners meet with the criteria set out in section 16 of this Specification and if a Delivery Partner is delivering 10% or more of the Call Off Order value that a Financial Viability Risk Assessment Tool (FVRAT) has been submitted for them;</li> <li>• how performance of Delivery Partners will be monitored and managed.</li> </ul> </li> <li>4) Details of how the Assessment Function will be delivered: <ul style="list-style-type: none"> <li>• which organisations within or beyond their supply chain will be delivering the Assessment Function and their respective roles, including whether they will also be delivering NPQ;</li> <li>• how impartiality will be maintained;</li> <li>• the approach to reasonable adjustments;</li> <li>• how contingency plans will be developed in the event that a third party Delivery Partner performing the Assessment Function withdraws or is unable to meet delivery expectations.</li> </ul> </li> <li>5) Programme design and delivery – priorities, key risks and a mitigation plan, a design implementation plan and strategy.</li> <li>6) Quality Management – details of the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved.</li> </ol>

## 10 **Recruitment Targets**

- 10.1 The Provider is required to meet 100% of the annual targets, as set out in the KPIs in Part 2 of Schedule 2 of each Call Off Contract. It is expected that 60% of Teachers will commence their training in the September Cohort and 40% in the February Cohort. In the event the Provider fails to achieve any KPI, they shall be subject to the measures set out in Schedule 4 of the Framework Agreement and Schedule 2 of each Call Off Contract.

- 10.2 Subject to prior written approval from the Department, the Provider may recruit more than the targeted number of Teachers for each cohort. Maximum numbers will depend on the availability of funding.
- 10.3 The Provider may recruit school funded Teachers (including International), but this must not be detrimental to the delivery of the Department requirements for scholarship funded recruitment and delivery.
- 10.4 For the first proposed Delivery Call Off, with a cohort starting in September 2021 and February 2022, the Provider is not restricted in the geographical targeting of their recruitment, but will be required to deliver the targeted numbers specified in each Call Off Order. The Provider must develop opportunities to expand their targeting after the first Call Off in line with any change and/or expansion of the NPQ programme.
- 10.5 The Provider is not permitted to charge Schools (except in accordance with the Conditions of Contract) for any of Services in respect of Part A (Department funded NPQ) or offer any financial (or equivalent) incentives linked to recruitment.

## **11 Recruitment Standards**

### **11.1 The Provider shall:**

- 11.1.1 establish and operate robust recruitment, selection and admission policies;
- 11.1.2 establish and operate robust deferral and withdrawal policies that take account of Management Information required by the Department; in line with Annex A deferrals and withdrawals management framework;
- 11.1.3 ensure policies are transparent, reliable, inclusive and support social mobility;
- 11.1.4 assess Teachers before registration, to ensure suitability and commitment to the programme. The target audiences for the suite of NPQs as specified in section 1 paragraph 2.2 of this Specification;
- 11.1.5 undertake eligibility checks for scholarship funding, as outlined in Table 6 below. It should be noted that the Department's position on the eligibility criteria may change and are subject to SR2021/22. The scholarship funding eligibility checks shall include:

<b>Table 6: Eligibility Checks for Scholarship Funding</b>		
<b>Scholarship Funding Criteria</b>	<b>Provider led Eligibility Funding Checks</b>	<b>Department Assurance and Validation</b>
Full funding for all teachers accessing the NPQ for Leading Teacher Development, who are employed by an Eligible School* in England (subject to target limits specified in each Call Off	Confirmation the Teacher: <ul style="list-style-type: none"> <li>has not withdrawn from or failed the same qualification/programme [timings for eligibility will be confirmed by the</li> </ul>	The Department will establish and undertake a validation process.



Contract).	<p>Department for each Call Off award];</p> <ul style="list-style-type: none"> <li>will be employed by an Eligible School* upon starting the training.</li> </ul>	
Full funding for all teachers accessing the NPQ for Headship who are employed at an Eligible School* in England (subject to target limits specified in each Call Off Contract).	<p>Confirmation the Teacher:</p> <ul style="list-style-type: none"> <li>has not withdrawn from or failed the same qualification/programme [timings for eligibility will be confirmed by the Department for each Call Off award];</li> <li>will be employed by an Eligible School* upon starting the training</li> </ul>	The Department will establish and undertake a validation process.
For all NPQs (Specialist and Leadership), targeted funding will be provided for teachers employed by an Eligible School* that is within the top 30th percentile in relation to pupils on Pupil Premium, as of the end of the previous academic year (subject to target limits specified in each Call Off Contract)	<p>Confirmation the Teacher:</p> <ul style="list-style-type: none"> <li>is employed by a school that is within the top 30th percentile in relation to pupils on Pupil Premium, as identified by the Department;</li> <li>has not withdrawn from or failed the same qualification/programme [timings for eligibility will be confirmed by the Department for each Call Off award];</li> <li>will be employed by an Eligible School* upon starting the training.</li> </ul>	The Department will establish and undertake a validation process.
Universal funding for all head teachers eligible for the NPQH Additional Support Offer for New Head Teachers, who are employed by an Eligible School* in England during their first two years in role (subject to target limits set out in Delivery Call Offs).	<p>Confirmation the Teacher:</p> <ul style="list-style-type: none"> <li>has completed the reformed NPQH before headship or is taking the NPQH, and in their first two years of headship;</li> <li>has not withdrawn from or failed the same programme [timings for eligibility will be confirmed by the Department for each Call Off award];</li> </ul>	The Department will establish and undertake a validation process.

	<ul style="list-style-type: none"> <li>• will be employed an Eligible School* upon starting the training.</li> </ul>	
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\*see ITT Document 1 for the lists of schools that can access targeted funding via the Framework Agreement.

## **12 Part-time Availability and Portability**

- 12.1 The Provider must ensure their programme is suitable for Teachers who work on a part time basis and be adaptable for those who move school mid-programme. The Teacher should continue with their original Provider unless there are exceptional circumstances i.e. moving to a different geographical area not covered by the original Provider. In such a situation, the Department will not make any further Output Payments to the original Provider for the Teacher(s), as they will no longer be delivering the programme to the individual(s).
- 12.2 The Provider must develop a policy that outlines how Teachers who are part-time, defer or transfer schools during their NPQ will be handled. The Provider shall update this policy and resubmit to the Department as part of their quotation for each Annual Cohort Award ensuring it incorporates all further guidance provided by the Department.

## **13 Management Standards**

- 13.1 The Provider shall:
- 13.1.1 design the NPQ in accordance with the NPQ Content Frameworks and the Department's content quality assurance process (section 2A, paragraph 5);
  - 13.1.2 monitor and manage their Delivery Partners and wider supply chain, ensuring they comply with the requirements set out in this Specification when delivering any aspect of it;
  - 13.1.3 deliver on their Set Up Implementation Plan and Delivery Plans;
  - 13.1.4 meet the KPI targets and Service Levels Agreements (SLA) set by the Department, as outlined in Part 2 of Schedule 2 of each Call Off Contract;
  - 13.1.5 comply with clause 3 of each Call Off Contract and operate clear governance, financial risk management and administrative processes (including for the handling and protection of personal data), which adhere to statutory requirements, and implement and operate effective mechanisms to ensure that these are understood and followed by all employees and Delivery Partners;
  - 13.1.6 comply with any request for information made by the Department, External Bodies and the QA Function for the purposes of meeting its obligations as a Provider on the Framework;
  - 13.1.7 provide accurate, complete and timely information and data in accordance with Part 2 of Schedule 2;



- 13.1.8 operate robust resource, recruitment, retention, contingency and succession planning strategies. These must ensure there are sufficient numbers of qualified and experienced personnel to deliver the NPQs;
- 13.1.9 ensure contingency provisions are made as set out in the Exit Arrangements at section 2B paragraph 4 of this Specification;
- 13.1.10 seek and act on feedback from Teachers and/or Schools, take account of new evidence and research, insight from Formative Assessment and work with the Department and the QA Function on any additional measures to improve quality, where applicable;
- 13.1.11 comply with arrangements for monthly management meetings, in accordance with Part 2 of Schedule 2 of each Call Off Contract;
- 13.1.12 ensure Delivery Partners are fully inducted and trained to deliver the curriculum content and delivery timetable as designed;
- 13.1.13 ensure that the Provider's Digital Platform conforms to the digital delivery standards outlined in paragraphs 19.6 – 19.8 of this Specification and Schedule 14 of the Call Off Contract;
- 13.1.14 collect feedback from Teachers upon completion of their NPQ. Satisfaction will be measured through a survey at the end of each year of the programme. The Department and/or its deployed External Body or QA Function will design and issue a survey for all Teachers trained directly by the Provider and their Delivery Partners. The Provider shall support the Department by encouraging Teachers to complete a satisfaction survey either via the Central Digital Platform or through the Provider's Digital Platform. The Provider shall ensure that the results and content of the surveys are checked and validated for completeness/accuracy and provided unamended when they are returned to the Department and/or its External Body or QA Function
- 13.1.15 ensure that any communications between the Department and the Provider which are relevant to Delivery Partners, Teachers and/or Schools are cascaded to the relevant party in a positive, timely and accurate way.

## **14 Minimum Quality Requirements**

- 14.1 The Provider shall implement a quality management system to ensure compliance with the requirements set out in this Specification and that the Services are delivered to a high standard. This quality management system shall be immediately submitted, and accessible, to the Department and its QA Function upon request.
- 14.2 The Provider complies with the Quality Assurance requirements set out in Schedule 8 of the Call Off Contract and work with the QA Function who will monitor the Provider's performance and regularly conduct reviews of Providers to ensure that they are meeting the requirements stated in this Specification.

## **15 Complaints**

- 15.1 The Provider shall:

- 15.1.1 operate fair, accessible and timely procedures for handling complaints received;
- 15.1.2 comply with the requirements relating to complaints set out in paragraph 6 of Schedule 8 of the Call Off Contract;
- 15.1.3 submit details on all complaints it receives (including the outcome) as part of the Management Information report;
- 15.1.4 co-operate with the Department and the QA Function to reach an early resolution of any complaint as required by the Department and/ or the QA Function in the event of an appeal against the outcome of a complaint against the Provider;
- 15.1.5 operate reliable and transparent procedures for preventing, investigating and mitigating the impact of malpractice or maladministration. This must include reporting of any investigations into, and confirmed instances of, malpractice or maladministration to the Department and its QA Function as soon as practicable and in any event no later than 24 hours after the time the Provider is made aware of such instances.

## **16 Performance Management**

- 16.1 The Provider's performance will be managed as set out in Part 2 of Schedule 2 of each Call Off Contract.
- 16.2 The Provider shall notify the Department when there is a risk that they will fail to achieve any of the Service Requirements, performance requirements or KPI targets stated in Part 2 of Schedule 2 of each Call Off Contract.
- 16.3 The Provider shall attend a monthly management meeting with the Department and contribute to an annual review in accordance with Part 2 of Schedule 2 of each Call Off Contract.
- 16.4 The Provider shall provide monthly Management Information reports which will be discussed during management meetings and the annual review in accordance with Part 2 of Schedule 2 of each Call Off Contract.
- 16.5 The Provider will also be subject to performance and evaluation criteria that will be developed by the QA Function (once established), which on behalf of the Department, will hold the Provider to account through mechanisms such as monitoring data and conducting visits to both Providers and the Delivery Partners as well as schools and interviewing and surveying Teachers (if required).

## **17 Independent Evaluation**

- 17.1 The Department intends to commission an Independent Evaluation of NPQs to ensure that lessons are learned for future delivery. The nature of this evaluation will be determined in due course. There are a number of associated requirements for the Provider that need to be factored in to planning.
- 17.2 The aim of the evaluation will be to ensure that delivery is meeting the needs of Teachers and Schools. The scope of the evaluation and detail of the method are still being

developed. Broadly, this is likely to be both a process evaluation focussing on the successes and challenges during implementation; as well as an impact evaluation assessing the impact of the programmes on both teacher retention and teaching quality.

- 17.3 The Department will endeavour to ensure that any evaluation activity is proportionate and low burden to all, however the Provider shall participate in the evaluation activity as specified by the Department and ensure that Teachers and Schools are aware of the importance of engaging in the evaluation and take action to encourage Teachers and Schools to respond to evaluation activity. The Provider shall also support continuous improvement by sharing knowledge and experiences of the successes and challenges faced, with the Independent Evaluator, QA Function and the Department.

## **18 Communications and Marketing**

- 18.1 All spend on activity within the scope of the Government Communications Service (GCS) Professional Assurance (PASS) controls is restricted. The PASS is the Cabinet Office and No 10 process through which, the Department gains approval for all communications spend. These activities may only be undertaken with prior approval from the Cabinet Office, No 10 (through the PASS process) and the Department. The Provider must seek and obtain express prior approval from the Department if it intends to undertake any activity falling within the scope of the PASS controls. For the avoidance of doubt Providers shall work on the presumption that any request to incur expenditure on activity covered by the PASS control will not be approved. Activity in scope of this PASS control is:

- 18.1.1 advertising including TV; radio; digital advertising; outdoor; print; advertorials; recruitment; costs of media; fees and commission for media buying; media planning; creative development and production;
- 18.1.2 marketing activities including: design and branding; direct and relationship marketing; customer relationship management programmes; telemarketing; campaign help lines; partnership marketing; sponsorship marketing; field or experiential marketing; merchandising; advertiser funded programming; audio visual activity; storage and distribution of marketing materials;
- 18.1.3 consultation activities including associated publicity, events, resources and materials, research, analysis and evaluation;
- 18.1.4 communication strategy, planning, concept and proposition testing and development;
- 18.1.5 market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;
- 18.1.6 printing and publications;
- 18.1.7 events, conferences and exhibitions, including stakeholder, public and internal communication events, but excluding training events;
- 18.1.8 Public Relations (PR) activity;

- 18.1.9 digital activity including website and application development; search engine marketing, including pay per click; digital display advertising; content partnerships; email marketing; mobile and SMS marketing; interactive online content.
- 18.2 Communications and marketing costs will not be paid separately, and all communications and marketing spend, and activity is subject to PASS approval.
- 18.3 Providers shall base their delivery models on the assumption that only communications and marketing activity that is outside the scope of the PASS control, in other words low or no cost activity, is permitted. Examples of such activities are:
- 18.3.1 organic social media posts;
- 18.3.2 email campaigns;
- 18.3.3 webinars/online engagement events.

**Associated costs to communications and marketing, such as staffing costs, fall into programme costs and are therefore outside the scope of the PASS.**

- 18.4 The Provider shall utilise permitted communications and marketing activity to raise awareness of, and increase demand for, the professional development of all teachers based on the NPQ Content Framework, as well as to increase opportunities to achieve targets for generating demand and registrations. This should be done through engaging school leaders and teachers and providing a platform to facilitate registrations. The Provider must be flexible and proactive in adapting their delivery to align with wider Department communications and marketing activity and Cabinet Office guidance. This will be in line with any changing landscapes to NPQs, the Department and government priorities. The Provider must ensure marketing messaging is aligned with guidance given by the Department.
- 18.5 The Provider shall develop a targeted Communications and Marketing Plan (see Document 14 – Communications and Marketing Plan) for each Call Off, evidencing alignment with the requirement set out in the communications and marketing section of the Service Specification, which will require sign off by the Department. The Department may request adaptations in reaction to changing landscapes should they occur. The Communications and Marketing Plan must, as a minimum, include:
- 18.5.1 a list of all proposed activities, inclusive of events (virtual or physical) and marketing activities;
- 18.5.2 a clear outline of the cost (if applicable) associated to each proposed marketing activity (agreement with the Department will be required prior to commencement of any marketing activity);
- 18.5.3 a clear timeline of when each activity will be conducted and if applicable, any milestones the activity aligns to i.e. teacher resignation dates.
- 18.6 The Provider shall adhere to government guidelines when designing marketing materials. Guidelines will be provided by the Department upon award of contract and will be updated regularly where needed.

- 18.7 The Provider must send marketing materials using language not previously signed off to the Department 5 working days ahead of planned publication, for the Department to review. The Department will provide comments and/or clearance within 3 days. In the event the Department requires the Provider to make changes, these must be carried out with the marketing materials resubmitted to the Department for clearance before publication.
- 18.8 Any media plans and materials (i.e. press releases, media interviews or media statements) will need specific prior approval from the Department press office. Providers shall submit any such materials/plans to the Department at least 48 hours in advance of their intended use (not including weekends or bank holidays) and shall not publish such content unless and until the necessary approval has been provided by the Department.
- 18.9 The Provider shall design and host a Landing Page compliant with digital standards specified in paragraph 19 and Schedule 14 of the Call Off Contract, that provides schools and teachers with thorough information on NPQs, including programme content and performance metrics, and a clear step guide on how to register an interest and sign up. The Provider shall provide a platform that facilitates the expression of interests and registrations process of schools and teachers. The Provider is required to submit the proposed page to the Department for sign off 5 working days ahead of publishing to ensure consistent language is being used.
- 18.10 The Provider must ensure Management Information relating to the communications and marketing service is captured and reports are made available to the Department at agreed times.
- 18.11 When requested by the Department, the Provider will provide further analysis and evaluation of its communication and marketing activities, including insights on which channels are the most effective to raise awareness and increase registrations for NPQs. The Provider's analysis shall also include intel on schools' and teachers' perceptions and behaviours towards NPQs (via quantitative and qualitative data). The Provider shall put forward ideas and recommendations to the Department on at least a quarterly basis on how best to positively influence the sector.

## **19 Digital Delivery**

- 19.1 The Department will develop, host and manage a Central Digital Platform to:
- 19.1.1 collect key data about the teachers and school leaders who will be accessing the reformed suite of NPQs via Framework Providers.
- 19.1.2 host advice and guidance about the NPQ programmes on offer to teachers and school leaders.
- 19.1.3 drive funding and payment processes using data gathered both within the Departments platform as well as from the Provider.
- 19.2 The Department will provide the Provider with timely access to the participant data in order to set up user accounts and manage progress and attendance on the Provider's platform.
- 19.3 Participant data, such as TRN, name and date of birth, will be validated by Department before being shared with the Provider.
- 19.4 The Provider shall develop, host and manage a digital platform with the capability of:

19.4.1 hosting online course content for their NPQ programmes.

19.4.2 capturing participant data to record progress throughout the learning journey and enable the export of data to the Department's Central Digital Platform.

- 19.5 The Provider will have access to the Central Digital Platform to receive key data about participants, as well as notifying the Department of the progress of participants.

#### **Digital Delivery Standards**

- 19.6 The Department follows [government design principles](#) to ensure that we develop and deliver digital experiences to the highest quality. The Provider shall meet these standards for digital elements they are hosting themselves, in accordance with Schedule 14 of the Call Off Contract.
- 19.7 The Provider must share their work with Department early and often to ensure these expectations are being met and to gain guidance where needed:  
<https://www.gov.uk/guidance/government-design-principles#do-less>
- 19.8 The Provider must ensure the elements they are responsible for delivering are presented to users in a way that creates a joined up experience with the Department's Central Digital Platform, i.e. dual branding, consistent language.

#### **Integration with the Departments Digital Service - creating an accessible, joined up service**

- 19.9 The Provider must collaborate with the Department to test the shared end-to-end user journey including any points at which the Department's and the Provider's Digital Platform integrate.
- 19.10 Testing must be carried out with representative users of the service including those who are low on the digital inclusion scale and have impairments. Insight from the Provider user testing, as well as feedback from users of the live service, must be shared with Department and used to develop, resolve issues and continually improve the services.
- 19.11 The Provider will also be required to audit their compliance to a minimum of WCAG 2.1 level AA accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement.
- 19.12 The Provider must publish an accessibility statement that explains how accessible the digital offering is and alternative ways users can access content that is not accessible to them. The Provider's Digital Platform shall comply with the requirements set out in Schedule 14 of the Call Off Contract.

#### **Branding considerations and consistent language**

- 19.13 Working closely with the Department the Provider is required to ensure branding and language are used consistently throughout the full service, i.e. on communications, making it clear to users who they are communicating with and keeping them orientated within the journey, regardless of the channel being used.
- 19.14 Where attachments, downloadable PDFs or print-friendly versions are provided by the Provider in addition to the HTML content, the Provider shall ensure they are accessible by having a logical structure based on tags and headings, meaningful document properties,

readable body text, good colour contrast and text alternatives for images. More information on [accessible PDFs](#) is available on GOV.UK and at [Microsoft](#).

## **Communications and notifications**

- 19.15 Elements of the service managed by the Provider outside the Department's notifications to users must be triggered at the right place in the journey to satisfy the needs of end users for example, account creation notifications for the Contractor's platform.

## **Usage data and analytics**

- 19.16 The Provider is required to provide the Department with data of participant progress through the service. Examples of this will include, but not exclusive to metrics on:

19.16.1 Participant interaction with online services;

19.16.2 engagement and interaction;

19.16.3 retention and churn.

- 19.17 Some of this data may/will require integration into the Provider backend platform as well as their frontend.

- 19.18 Acceptable formats and fine-grained requirements for this data will be agreed after the award to the Framework.

- 19.19 The Provider is responsible for informing the participating users that tracking data will be collected to facilitate analysis of the service and the provider.

## **User feedback and analysis**

- 19.20 The Provider shall provide opportunities for users to give feedback on their service via digital and other channels i.e. via service support, complaints processes, phone, feedback forms.

- 19.21 The Provider shall detail their process for reviewing user feedback, ensuring issues are communicated to the Department as appropriate and resolved in a timely manner. The Provider shall set out their approach to achieve continuous service improvement in consultation with the Department.

## **Platform requirements and future proofing**

- 19.22 Suitable assurance certification needs to be provided in the form of ISO27001 or equivalent. As a minimum the Provider shall provide evidence that it holds and thereafter maintains cyber essentials certification.

- 19.23 The Provider's Digital Platform (and that used by any Delivery Partners) shall comply with the requirements set out in Schedule 14 of the Call Off Contract and the Provider shall ensure:

19.23.1 the Digital Platform undergoes and passes a [penetration test](#) before its launch date and periodically thereafter for the lifetime of the platform;

19.23.2 they have operational security processes in place;

19.23.3 have a documented process for managing source code;

19.23.4 have a documented process for changing, upgrading or deploying new versions of the software;

19.23.5 provide evidence that these activities have been conducted, highlighting the risks found and mitigations applied.

19.24 The Provider must perform assurance processes iteratively and continuously throughout both the “implementation” and “live” periods of the platform’s lifecycle. Assurance is conducted throughout the delivery phase. The Digital Service Standard encourages an Agile style of delivery where demos (rather than slide decks) of working software and prototypes are given frequently. This is a key part of our governance process and substantially reduces the burden of more formal engagements.

## **20. Accessibility Requirements**

20.1 In accordance with paragraph 3.1.1 of Schedule 14 of the Call Off Contract, the Provider’s Digital Platform must be compliant to a minimum of [WCAG 2.1 level AA](#) as part of meeting government accessibility requirements when designing and developing the digital offerings and related programme materials. [Understanding how to apply WCAG 2.1 standards](#) is explained in more detail on GOV.UK. The Provider shall audit their compliance with accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement. The compliance audit undertaken by the Provider shall be shared with the Department.

20.2 The Provider must publish an accessibility statement that explains how accessible the digital offering is and alternative ways users can access content that is not accessible to them. Accessibility statements should be reviewed and updated regularly. [Further information on accessibility statements](#) is outlined on GOV.UK.

20.3 The Digital Platform must be accessible on a mobile and able to be navigated using a keyboard. By default, content should be created in HTML in order to make it easier for users to stay oriented within the digital offering as well as making it easier to maintain, view on mobile devices and be accessible by screen readers.

20.4 Where attachments are used, downloadable PDFs or print friendly versions must be provided in addition to the HTML content, they must be accessible by having a logical structure based on tags and headings, meaningful document properties, readable body text, good colour contrast and text alternatives for images. More information on [accessible PDFs](#) is available on GOV.UK and at [Microsoft](#).

20.5 Where plugins are used, they shall support the use of subtitles and audio descriptions, including media players and embedded videos.

## **21 GDPR Compliance**



- 21.1 Personal data held by the Provider or their Delivery Partners, must comply with GDPR requirements set out in clause 17 and Schedule 6 of each Call Off Contracts. The provider must ensure the obligations of data protection legislation; the General Data Protection Regulation and the Data Protection Act 2018 are adhered to at all times.
- 21.2 Where personal data is held by the Provider, it must comply with GDPR requirements, notifying users of what data is being held, who has access to it and how to change permissions on its use. Further details regarding GDPR can be found in the Framework Agreement and Call Off Contract

## **22 Provider's User Digital Platform**

- 22.1 The Department will require the Provider to develop, host and maintain or procure a User Digital Platform that would replicate the functionality described in paragraphs 19.1 to 19.5. Clauses 2.3.7 and 2.3.8 of the Framework Agreement under Schedule 7 Part 1a set out how the Provider will be paid to develop a User Digital Platform.
- 22.2 The requirements are as follows:
- 22.2.1 The Provider will develop or procure a platform for a Learner Management System (LMS) with the capability of hosting learner training content;
- 22.2.2 LMS will have the capability of capturing participant data and progress throughout the learning journey. The data capture should be real-time and enable the export of data through modern RESTful APIs as outlined in the Technology Code of Practice: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice> or through user interfaces provided by the Department;
- 22.2.3 If developing their Digital Platform, the Provider will follow government design principles to ensure that the digital experience delivers to the highest quality <https://www.gov.uk/service-manual/service-standard>.

## **SECTION 2B: SPECIFICATION OF REQUIREMENTS**

### **1 Governance**

- 1.1 In accordance with clause 3.3 of each Call Off Contract, the Provider shall implement and maintain effective and quality, management arrangements throughout the Contract Period. The Provider's management arrangements shall include (without limitation) arrangements to ensure that:
- 1.1.1 the Service Requirements are delivered in accordance with this Contract;
- 1.1.2 the needs of Teachers are fulfilled;
- 1.1.3 all the Service Requirements are delivered as agreed in Set Up Implementation Plan and Call Off Delivery Plans throughout the Contract Period;
- 1.1.4 effective quality assurance and improvement processes are in place.

- 1.2 The Provider shall ensure that they are flexible and responsive to suggestions and requests put forward by the Department when delivering the Services.
- 1.3 The Provider shall comply with clause 7 of Part 2 of the Call Off Contract to develop and implement a Continuous Improvement Plan to review the programme effectiveness. The Continuous Improvement Plan shall be provided to the Department upon request and include how the Provider intends to involve Teachers in making positive changes to the programme year upon year.
- 1.4 The Provider shall share information and work with the Department to identify, and if approved by the Department, implement improvements to the Service Requirements. The Provider is required to continually assess, monitor and reflect underrepresented geographical areas of particular need within their strategy for growing the programme.
- 1.5 The Provider shall attend and proactively participate in any joint collaborative meetings that the Department convenes. These meetings will cover, but not be limited to: emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future opportunities to work more collaboratively with the Department and/or other Providers on the Framework.

## **2 Quality Assurance**

- 2.1 In accordance with clause 3 of each Call Off Contract the Provider is responsible for ensuring high quality content and delivery of all training including that by Delivery Partners. The Provider complies with Schedule 8 of the Call Off Contract which relates to Quality Assurance and the role of the QA Function.

## **3 Risk Management**

- 3.1 The Provider is required to have robust risk management processes in place, with accurate identification of key risks to their programme, an understanding of triggers and an effective use of mitigation and contingency planning.
- 3.2 The Provider shall maintain a Framework level risk register throughout the Term of the Framework. The Provider shall update the risk register on at least a quarterly basis and submit it to the Department for each Management Meeting.
- 3.3 The Provider shall develop and maintain a Call Off Order specific risk register for each Call Off Order.
- 3.4 For Consortiums, the Provider must ensure there are plans in place to ensure business continuity and continuation of contract delivery in the event that a member leaves the Consortium, how this gap in service provision will be met and how it will be ensured that the contract continues to be delivered to agreed standards.

## **4 Exit Management**

- 4.1 The Provider shall:
  - 4.1.1 submit an exit plan that is to be agreed with the Department within three months of the start of the First Call Off Order; and will be reviewed regularly thereafter to ensure it remains fit for purpose. The exit plan must include, but is not limited to, the following areas:

- Exit management structures and processes;
- Assets;
- Systems and Software;
- Data;
- Sub-Contracts;
- Training and knowledge transfer;
- Staff matters.

4.1.2 maintain their exit plan in accordance with clause 15 of the Contract;

4.1.3 notify the Department that the exit plan has been implemented and provide a weekly update on progress against the exit plan;

4.1.4 attend meetings with the Department relating to the demobilisation of the Contract;

4.1.5 arrange for all data, including as set out in clause 15 of the Contract, relevant to the Services to be handed over to the Department in the format agreed with the Department.

4.2 The Provider must manage exit arrangements effectively. These should cover a transfer to a new Provider in the case of a change of Provider or to the Department. Exit arrangements should cover staffing; the safe transfer of any data owned by the Department; timescales for any transfer; licensing requirements for software; and documentation covering any bespoke software that has been developed.

4.3 Where a Teacher cannot be transferred to a new Provider, the Provider must ensure for those that are School or self-funded, reimbursements for undelivered Services are made accordingly.

## **5 Management Information**

5.1 The Provider must adhere to the SLAs set out in Part 2 of Schedule 2. This will ensure the Services are of a consistently high quality and meet the requirements of the Department regarding the collection and management of data.

5.2 The Provider must submit Management Information to the Department in accordance with the information below:

<b>Table 7: Service Level Agreement (Management Information)</b>		
<b>Subject</b>	<b>Ref</b>	<b>Service Level</b>
Management Information	MI1	Submit accurate and complete data on Teacher and School participation to the Department by the twenty fifth (25th) of each month. The Provider ensures the data is reflective of the number of Teachers/Schools recruited onto the programme up to and including the date of submission.

	MI2	Ensure that all data discrepancies identified by the Department are 100% accurately addressed ahead of the next submission of data.
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- 5.3 Throughout the term of each Call Off the Provider is required to collect a range of data to inform contract management discussions, trigger payments, report against milestones and KPIs, as well as to support the Independent Evaluation. The requirements are set out in Part 2 of Schedule 2 and include the collection of data about Teachers, and Schools recruited to each NPQ including a named contact for communications from the Provider, Department, Independent Evaluator or the QA Function.
- 5.4 The Provider collects data about the Teachers involved in the programmes to allow for data matching and analysis as well as verification and evaluation purposes. The Provider must ensure that it and its Delivery Partners secure the necessary informed consents and have in place data sharing agreements in relation to the Teachers and Schools recruited to the programme such that the Provider can collate and share the data with the Department.
- 5.5 As outlined at section 2A paragraph 19, the Department is designing a Central Digital Platform, all references to a clerical process below are for contingency purposes only. MI data collected by the Department whether digitally or clerically will be the same and will be stored and disposed of in line with the obligations of the General Data Protection Regulation and the Data Protection Act 2018.
- 5.6 In the absence of the digital solution, the Department will require the Provider to collect Teacher and School data using a spreadsheet developed by the Department. An example of the data the Department would expect to be collected is detailed in Table 8 below:

Table 8: Data to be collected for NPQ			
Data Category	Examples	Relevant to NPQ	Relevant to NPQH Additional Support Offer for New Head Teachers
Provider Details	Lead Provider name and URN (if applicable) Delivery Partner name(s) and URN (if applicable) Confirmation of privacy notice being shared Cohort	X	X

Teacher Information	<p><i>The following Teacher information will only be required from Providers in the absence of the central digital platform.</i></p> <p>TRN</p> <p>Surname</p> <p>First names</p> <p>Any previous name</p> <p>DOB</p> <p><i>The following Teacher information will be required from Providers regardless of the collection method.</i></p> <p>Funded/self-funded</p> <p>Method of Call Off</p> <p>Point of contact</p>	X	X
School Details	<p>URN</p> <p>School Name</p>	X	X
Course Details	<p>Type of qualification</p> <p>Start/withdrawal/deferral/restart/qualified dates</p> <p>Withdrawal/deferral reasons and details</p>	X	X
NPQ Assessment	<p>Progress tracker (participation metric)</p> <p>Summative Assessment submission date</p> <p>Summative Assessment completion date</p> <p>Metric 1 outcome (participation)</p> <p>Metric 2 outcome (submit Summative Assessment)</p> <p>Qualification outcome</p>	X	
Evaluation	Satisfaction survey completed?	X	X
Complaints	<p>Details of complainant</p> <p>Date, details and outcome of the complaint.</p>	X	X

- 5.7 The Provider shall evidence its capability and capacity to handle data at scale and the ability to collect and share the details of the targeted number of Teachers for each Delivery Call Off Order.
- 5.8 If the clerical process is followed, as the Department will be asking for personal information about Teachers, the Provider shall ensure the data is returned to the Department securely using Galaxkey to [NPQ.Procurement@education.gov.uk](mailto:NPQ.Procurement@education.gov.uk). Instructions on how to register and use Galaxkey will be provided post Contract Award.

- 5.9 Galaxkey is the Department's secure file transfer service and emails returned using this system will be encrypted.
- 5.10 To support recruitment activity, the Department will provide data of Teachers employed by Schools within the top 30th percentile or an alternative eligibility criteria measure as defined by the Department in relation to pupils on Pupil Premium and eligible for funding to the Provider yearly.
- 5.11 Collection of the URN and TRN will provide an opportunity to share the privacy notice(s) and collect consent for data sharing and analysis, collect contact details and consent to receive communications from the Department, Provider, QA Function and Independent Evaluator. The Provider will on request need to provide evidence that any Teacher on the programme has had sight of a privacy notice and authorised the collection and use of their information.
- 5.12 On a monthly basis the Provider shall submit their data to the Department, adding any new Teachers or Schools or amending records where the status of the Teacher or School has changed. All information must be provided and in the specified format by the twenty-fifth (25) of each month.
- 5.13 The Department will complete the eligibility and validation checks of the information submitted and where appropriate provide up to date information on any changes required. In accordance with paragraph 1.4.7 of Part 1 of Schedule 2 of each Call Off Contract, the Department will use the data submitted to validate the Provider's claims for payment and therefore it is of vital importance that the information submitted is both reliable and timely.
- 5.14 The Provider shall work with the Department to rectify any discrepancies identified within three (3) working days from the date of receipt or within such other timescales for response as provided specifically for within the terms of the contract.
- 5.15 As part of the recruitment, the Provider is responsible for collecting the relevant details of all Teachers, and their school recruited onto the programme.
- 5.16 For the avoidance of doubt, the Provider is responsible for the collection of data including data collected by Delivery Partners and ensuring this is collected in a timely, secure, consistent, and compliant manner. The Provider shall set out the methodology by which it will assure data collection and quality assurance across their supply chain. The Department will validate any data submitted related to payments and Providers will be required to submit all data in the format determined by the Department.
- 5.17 The Department reserves the right to adapt the data and platform requirements for each Call Off Contract, throughout the term of the Framework Agreement.

## **6 Key Performance Indicators (KPI)**

- 6.1 The Department will monitor the Provider's performance against the performance measures detailed in Schedule 2: Part 2 (Performance) of the Call Off Contract, including the KPIs listed in Table 9 below. For the full set of performance measures including, SLAs and KPIs please refer to Schedule 2: Part 2 of each Call Off Contract.
- 6.2 The Provider shall meet the KPI targets set by the Department or any External Body.



- 6.3 Performance and progress towards KPIs will be reviewed at monthly contract management meetings.
- 6.4 KPIs will be reviewed throughout the Framework Agreement contract to reflect the needs and requirements of the forthcoming year.

Table 9: Key Performance Indicators				
Ref	Type	Measure	Monitoring Method	Target and Milestone
1	Recruitment	The number of Teachers recruited for each of the Cohort Commencement Dates included in the Call Off Contracts.	Monthly monitoring during the Call Off Contract.	100% of the target achieved at the start of each Cohort.
2	NPQ Assessment Quality*	Accuracy level of Summative Assessments undertaken by Teachers completing NPQs, within the Call Off Contract Cohort Windows.	Annually, linked to the completion of assessments.  To be verified by a national moderation function which will sample Summative Assessments.	95% accuracy level for all Summative Assessments undertaken by Teachers completing NPQs, within the Call Off Contract Cohort Windows.
3	Retention*	Number of Teachers who commence NPQ and NPQH Additional Support Offer for New Head Teachers during the Call Off Contract, remain engaged until to end of the programme.	Monthly monitoring during the Call Off Contract.	At least 95% of Teachers who commence NPQ during the Call Off Contract, remain engaged until the end of the programme.
4	Satisfaction	The numbers of Teachers who commence NPQ or NPQH Additional Support Offer for New Head Teachers during the Call Off Contract that rate their training as good or above at the end of the programme.	Satisfaction will be measured through a DfE designed survey all providers will be required to use. To be completed by Teachers at the end of each year of the programme.	A minimum of 80% of the Teachers who commence NPQ the Call Off Contract who rate the training good or above at the end of the programme.

*\*NPQ Assessment accuracy level is the proportion of marks (pass or fail) within a sample that are unchanged following the national moderation process. Only marks changed from pass to fail or vice versa count against the accuracy level.*

*\* The Retention KPI will measure withdrawals for reasons within the Provider's control (i.e. those leaving due to issues with programme quality or appropriateness of the*

*programme to their needs).*

## **7 Funding Model for Department Funded NPQs**

*(Schedule 7 of the Framework Agreement and Schedule 2: Part 1 of each Call Off Contract)*

- 7.1 Subject to the outcome of the Spending Review 2021/22 ("SR2021/22"), the NPQ funding model for all Part A Department Funded NPQs is based on a payment by results model where the financial risk is shared between the Department and the Provider. There are three elements to the funding model: set up and mobilisation, a Service Fee, and output based performance payments.
- 7.2 Subject to confirmation of programme funding, the Department intends to make funding available to cover set up and mobilisation costs for one or more Providers under a Set Up Call Off Contract as set out in paragraph 10 below.
- 7.3 For other Call Offs, the Department will pay a fixed percentage of overall funding as a monthly 'Service Fee' to provide certainty of funding towards the Provider's fixed costs, which will be paid in line with the duration of each NPQ. The remainder of the funding available will be generated by a Provider's performance in achieving its targets on a per teacher or per case study developed basis.
- 7.4 Apart from set up and mobilisation costs if a Set Up Call Off Contract is awarded, the funding model has not been designed to reimburse actual costs incurred per se in the delivery of the Services. However, a breakdown of costs is required in the Pricing Schedule to help the Department agree to reasonable set up costs and monitor the costs of on-going delivery for the programme. Full details on cost information required and definitions of fixed, variable and set up costs can be found in Document 5 – Pricing Schedule.
- 7.5 The Price Per Teacher submitted for each NPQ should include any communications and marketing costs the Provider expects to incur. These are subject to Cabinet Office PASS approval and a potential cap on the total amount that can be spent across all programmes. Providers should therefore base their delivery models on the assumption that only communications and marketing activity that is outside the scope of the PASS, in other words low or no cost activity, is permitted.
- 7.6 As stated in section 8 of Schedule 7 of the Framework Agreement, the Department will make payment for additional assessment case studies should there be a requirement. For example, the Department may make a Call Off to cover the September 2024 and February 2025 Cohorts. Payment will be made in accordance with the rates set out in Schedule 7 of the Framework Agreement.

## **8 Monthly Service Fee**

- 8.1 The Department will pay up to 40% of the total contract value for each Cohort as a proxy for the incursion of a Provider's Fixed Costs.
- 8.2 The Service Fee will be reimbursed throughout the contract as set out in Schedule 2: Part 1 of each Call Off Contract.

## **9 Output Based Performance Funding**



- 9.1 The output based performance funding will be paid on a per Teacher basis for each NPQ level and for the NPQH Additional Support Offer for New Head Teachers, or on a per case study developed basis linked to outputs as described in Schedule 2: Part 1 of each Call Off Contract. Payments relating to the NPQH Additional Support Offer and additional assessment case studies developed will be paid solely through Output Payments. Output based performance funding will account for the remaining percentage of funding of each Call Off Contract value.
- 9.2 The Output Payments will be made in accordance with Schedule 2 Pricing: Part 1 of each Call Off Contract and subject to the Provider meeting the performance targets set out Schedule 2.

## **10 Set Up and Mobilisation Costs**

- 10.1 Subject to confirmation of programme funding, the Department intends to provide funding for and allow one or more Providers to claim reimbursement of reasonable set up and development costs incurred between the period April 2021 to March 2022. This figure will be capped at a maximum value £270,000.00.
- 10.2 The Department will pay set up costs on a Milestone basis and payments will be released to the Provider once evidence has been provided to the Department that the Milestones have been achieved.
- 10.3 The Department will make funding available to cover set up and implementation costs under a Set Up Call Off Contract if awarded.
- 10.4 The Provider will have to produce an estimated cost breakdown structure for these costs which will be scrutinised during the evaluation period.

## **11 School Funded Teachers**

- 11.1 Schedule 2: Part 1 of the Schools Model Call Off Contract and Schedule 7 Part 1b of the Framework Agreement sets out the pricing and payment process that will apply to School Call Off Contracts.

## Annex A: NPQ Withdrawal and Deferral Management Framework for Lead Contractors

### 1. Introduction

- 1.1. The Contractor will be responsible for establishing and administering a policy that manages withdrawn and Deferred Teachers who have commenced NPQ within an agreed Department Call Off Contract.
- 1.2. This Management Framework should be drawn on by Contractors when developing policies. The Management Framework relates to teachers who have commenced NPQ with a Lead Contractor under the Framework Agreement.

### 2. Withdrawal Management Framework

- 2.1 The Contractor and or its appointed Delivery Partners will provide support and advice to mitigate withdrawals.
- 2.2 The Contractor will develop strategies to mitigate withdrawals through the design and deployment of a rigorous application, recruitment and admissions policies, ensuring candidate suitability and securing commitment to the programmes and ongoing supportive communication.
- 2.3 The Department will not fund the Contractor for a Withdrawn Teacher, beyond the Output Payment following the Teacher's withdrawal.
- 2.4 For MI collection and KPI monitoring, there will be two treatment approaches for withdrawals, as outlined below:

Teacher withdrawal – in Contractor's control	Teacher withdrawal – out of Contractor's control
<p>Teachers who have withdrawn due to reasons in the control of the Contractor <u>will be</u> counted and measured as part of the Retention KPI (KPI 3).</p> <p>The following withdrawal reasons are defined as being in the Contractor's control and should be recorded on MI where appropriate.</p> <ul style="list-style-type: none"><li>• Quality of programme: structure not suitable.</li><li>• Quality of programme: content not suitable</li><li>• Quality of programme: facilitation not effective</li><li>• Quality of programme: accessibility</li><li>• Quality of programme: other</li><li>• Programme not appropriate for role and CPD needs</li><li>• Expected commitment unclear</li></ul>	<p>Teachers who have withdrawn due to reasons out of the control of the Contractor <u>will not be</u> counted towards the Retention KPI (KPI 3).</p> <p>The following withdrawal reasons are defined as being out of the Contractor's control and should be recorded on MI where appropriate.</p> <ul style="list-style-type: none"><li>• Insufficient capacity to undertake programme</li><li>• Personal reason: health or pregnancy related</li><li>• Personal reason: moving school</li><li>• Personal reason: other</li><li>• Insufficient capacity</li><li>• Change in developmental or personal priorities</li><li>• Change in school circumstances</li><li>• Change in school leadership changes</li></ul>

## **Deferrals Management Framework**

### **Section 1: Teachers deferring during an agreed Department Call-Off Contract**

1. Teachers undertaking NPQ are eligible to defer and start at a later date, a time limit will not be set.
2. The Contractor will need to be considerate of the process for future Call Off agreements when managing and communicating deferrals.
3. Teachers deferring beyond the agreed Department Call Off Contract must be flagged to the Department in the Supplier Data Report and MI. A record of the Teacher's participation metrics to date should be stored. An expected and planned re-engagement date should be included.
4. Reasons for deferrals must be captured to assist with programme development and the Department's evaluation. The Department does not endorse setting restrictions on the reasons for deferrals.
5. The Contractor is responsible for maintaining communication with Deferred Teachers when operating under a Department Call Off Contract.
6. A Deferred Teacher will not count towards the Retention KPI (KPI 3) and Satisfaction KPI (KPI 4) during the agreed Department Call-Off Contract that they started the programme on. This is on the basis that the Teacher has not completed the programme during the Call Off contracting period. They will be counted towards the achievement of these KPIs during a future Call Off Contract that they later complete the programme in.
7. The payment approach will depend on the point in which the Teacher defers:
  - a. Where a Teacher defers within one calendar month before a Retention Output Payment is due, the Department will fund the Contractor for the upcoming Retention Output Payment, in recognition of the provision the Teacher would have accessed.
  - b. Where a Teacher defers more than one calendar month before a Retention Output Payment is due, DfE will not fund the Contractor for that provision until the teacher has re-joined the programme.
  - c. In all cases, the Contractor will only be entitled to the number of Output Payments specified in their original Call Off Contract.

### **Section 2: Teachers deferring onto a future Department Call Off Contracts**

1. When competing for further Department Call Off Contracts, Contractors must include numbers and details of any Deferred Teachers who they intend to provide services for during that Call Off.
2. If the future Department Call Off Contract is agreed with the originating Contractor:
  - a) The Contractor will be permitted to re-establish communication with the Deferred Teacher and deliver the programmes.
  - b) The Teacher will not count towards the Recruitment KPI (KPI 1) measure for that Contract, however they may count towards other KPIs if they remain and complete on the programme.
  - c) The Contractor will need to agree a revised schedule for remaining Output payments for each Deferred Teacher due to recommence their training with the Department, under the new Call Off Contract.
3. If the future Department Call Off Contract is not agreed with the originating Contractor or if the originating Contractor is removed from the Framework Agreement, and a Deferred Teacher wishes to reconvene their training:
  - The Deferred Teacher will be given the choice to continue with another provider. Information will be made available about the Contractors available to support the Deferred Teacher.

- The originating Contractor will be required to arrange an orderly transition to the Deferred Teacher's chosen provider, including handing over details of learning and participation metrics achieved previously.
- The new Contractor will be required to onboard and communicate with the Deferred Teacher. The new Contractor will need to make a decision about the carryover of participation metrics.
- For the new Contractor, the Teacher will not count towards their Recruitment KPI (KPI 1) measure, however they may count towards other KPIs if they remain and complete on the programme.
- The new Contractor will need to agree a revised schedule Output Payments for Deferred Teachers transitioned to start the programme. The Department will not pay any previous Output Payments made to the originating Lead Contractor, to the new provider.

## Annex B: GLOSSARY

Term	Definition
Annual Cohort Competition	means the procedure for awarding Call Off Delivery Contracts for annual cohorts of NPQ.
Appropriate Body	means an organisation responsible for the quality assurance process for Newly Qualified Teacher induction.
Assessment Function	means the marking of the Summative Assessment and completion of the feedback and moderation process.
Attachment	means a document made available to Potential Providers in relation to this Procurement via the eTendering Portal.
Award Questionnaire	means the award questionnaire, a copy of which is provided at Document 4 and set out in the eTendering Portal.
Award Stage	means the part of the evaluation process described in paragraph 11 of Document 1.
Call Off Contract	means a Contract awarded under the terms of the Framework Agreement. The Call Off Contract terms and conditions are to be used for every Call Off Contract awarded under the terms of the Framework Agreement.
Central Digital Platform	means the proposed digital platform that the Department intends to develop, host and maintain as described in paragraph 19 of 2A of the Service Requirements
Commercial Envelope	means the area within Jaggaer where the Potential Provider can submit their Financial Submission.
Communications and Marketing Plan	means a document that the Provider is required to complete at each Call Off, evidencing alignment with the requirement set out in the Communications and Marketing section of the ITT Service Specification.
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.2.
Consortium	means a Group of Economic Operators as described in Regulation 19(3). Potential Providers wanting to express interest as a Consortium must do so in accordance with the instructions for bidding organisations and Consortia in Document 3 (SSQ Instructions for Potential Providers).
Content Frameworks	means the six documents published on GOV.UK under National Qualification Reforms from 2021: Frameworks. The documents set out the content (what Teachers and school leaders should know and be able to do) that must be covered in each NPQ course.
Contract Award	means the award of the Contract by the Department to the Successful Provider following the evaluation of the Final Tenders in accordance with the evaluation methodology set out in Document 1 and the Department's governance process.
Contract Notice or OJEU Notice	means a Contract Notice published by the Department in the Official Journal of the European Union advertising this procurement.
Contract Schedule	means a schedule to the Terms and Conditions.
Contracts Finder	means the Government's online tool to search for Contracts located at <a href="https://www.gov.uk/contracts-finder">https://www.gov.uk/contracts-finder</a>

Cyber Essentials Scheme and Cyber Essentials	means the Government's scheme to help organisations protect themselves against common online security threats.
Delivery Partner	means organisations who form part of the supply chain of the Provider, including those delivering the Services and/or Assessment Function.
Department for Education, Department or the DfE	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT; acting as part of the Crown through his/her representatives in the Department for Education.
Deferred Teacher	means a teacher, new head teacher, leader, head teacher or person who is unable to complete their NPQ within the assigned cohort.
Eligible School(s) <sup>6</sup>	means in England, a school that is within the top 30th percentile in relation to pupils on Pupil Premium, as of the end of the previous academic <u>year</u> .
eTendering Portal or Portal	means the online Tender management and administration system used by the Department.
External Body	means organisations appointed by the Department to undertake a function.
February Cohort	means the group of Teachers recruited by Providers and their Delivery Partners to commence study of the programmes in February.
Final Score	means the Quality Score will be added to the Price Score to determine the final score for each Potential Provider.
Formative Assessment	means use evidence of student learning to adapt teaching and learning, and instruction, to meet a student's needs. It is generally used to inform future learning or teaching. <sup>7</sup>
Framework Agreement or Framework	means the contractually binding terms and conditions set out at Document 6 of this Invitation to Tender to be entered into between the Department and the Providers at the conclusion of this Procurement.
Further Competition	means a competitive procedure for awarding Call Off Contracts under the Framework.
FVRAT	means Financial Viability and Risk Assessment Tool referenced as Document 3a.
GCSE	means General Certificate of Secondary Education
General Data Protection Regulation (GDPR)	means the General Data Protection Regulation 2016/679.
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006.
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services.

<sup>6</sup> The criteria for Eligible Schools for targeted funding may be subject to change and dependent on the result of SR2021/22.

<sup>7</sup> Black P and Wiliam D *Inside the Black Box: Raising Standards Through Classroom Assessment*. (London: King's College School of Education, 1998) p.8.

Guarantee	means a deed of guarantee in favour of the Department.
Guarantor	means any person acceptable to the Department to give a Guarantee.
Independent Evaluation	means the process by which the Department will facilitate an unbiased assessment of the initiative, whether that be focussed on the process of delivering the NPQs or the impact of the policy, or both.
Independent Evaluator	means any person or organisation that has been authorised by the Department to conduct Independent Evaluation of the NPQs.
Invitation to Tender (ITT)	means this invitation to bid document together with its Attachments, published by the Department in relation to this Procurement.
Landing Page	means the section of the Providers website publicly accessible, that provides schools and teachers with thorough information on their NPQ provisions and outlines how to register.
Lead Member	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire).
Lead Provider	means a Potential Provider that is relying on the capability and/or experience of one or more Sub-Contractor in its Tender to demonstrate the Potential Provider's ability to provide the Services.
Light Touch Regime	means the specific rules for certain service Contracts as defined by regulation 74 – 77 of the Public Contracts Regulations 2015.
Management Information or MI	means the information and data collated by the Provider to evidence performance against the various milestones and performance measures defined in the Service Specification, Framework Agreement and/or Call Off Contract, and submitted to the Department in the requested format.
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Department according to Document 3 - Selection Questionnaire, and Document 4 - Award Questionnaire, and relevant Evaluation Guidance.
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 11.6.1.3.
Milestone	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Contractor is required to meet, achieve, complete or deliver by a stated date;
Milestone Date	means the date by which the Contractor shall achieve the related Milestone;
Milestone Payment	means a payment made to the Provider for meeting a Milestone;
Minimum Quality Threshold	means the minimum requirements required to progress to the Price Evaluation stage as described in paragraph 11.6.
New Head Teachers	means Head Teachers eligible for the NPQH Additional Support Offer for New Head Teachers.
NPQH Additional Support Offer	means the NPQH Additional Support Offer for New Head Teachers as described in Document 2 – Specification paragraph.
Networking Event	means the event described in paragraphs 2.17 to 2.20.
NPQs	means the reformed suite of National Professional Qualifications.
OJEU	means the official journal of the European Union.
Output Payment	means the price the Department will pay per output achieved.

PCR 2015	means the Public Contracts Regulations 2015.
Potential Provider	means organisations participating in this Procurement.
Price Per Teacher	means the price paid for each Teacher that undertakes an NPQ.
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph [insert correct para reference].
Pricing Schedule	means the form accessed via Jaggaer in which Potential Providers are required to submit their pricing information as part of a Tender.
Procurement	means the process used to establish a Contract that facilitates the supply of the Services to the Department as described in the Contract Notice.
Provider	means an organisation that has submitted a Tender which is accepted by the Department and awarded a place on the Framework.
Provider's Digital Platform	means the information and communications technology systems and software used by the Provider in supplying the Services, including the Provider's hosted website or webpages (relevant to the services), mobile app, the commercial off the shelf software, the Provider's equipment, configuration and management utilities, calibration and testing tools and related cabling.
Pupil Premium	means additional funding for schools to improve the attainment of disadvantaged children.
Quality Assurance Function	means the external body appointed by the Department to monitor quality assurance delivery in accordance with section 36 of the Specification.
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage.
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.6.
Quotation	means the Contractor's offer to undertake a Call Off Contract.
Quotation Procedure	means the procedure set out in Schedule 4 of Document 6 – Framework Agreement.
Regulations	means the Public Contracts Regulations 2015 <a href="http://www.legislation.gov.uk/ukxi/2015/102/contents/made">http://www.legislation.gov.uk/ukxi/2015/102/contents/made</a> and the Public Contracts (Scotland) Regulations 2012, as amended from time to time; <a href="http://www.legislation.gov.uk/ssi/2012/88/pdfs/ssi_20120088_en.pdf">http://www.legislation.gov.uk/ssi/2012/88/pdfs/ssi_20120088_en.pdf</a>
SATs	means Standard Attainment Tests
School or Schools	means those schools that can access the Services of this Framework through either Part A or Part B.
Selection Questionnaire	means the selection questionnaire set out in the eTendering Portal.
Selection Stage	has the meaning in paragraph 8.1.2.
September Cohort	means the group of Teachers recruited by Providers and their Delivery Partners to commence study of the programmes in September.
Services and Service Requirements	means the services that may be provided by Potential Providers, as set out in Document 2 – Service Specification.



Service Fee	means a monthly fee paid per NPQ with effect from the Cohort Commencement.
Set Up Call Off	means the Call Off Contract under which the Provider is required to deliver the services summarised in paragraph 1.1 and further described in the Service Requirements.
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003. See also <a href="http://ec.europa.eu/growth/smes">http://ec.europa.eu/growth/smes</a>
SSQ Qualification Envelope	means the area within in Jaggaer where a Potential Provider can submit their completed SSQ Response and other associated documentation required as part of responding to the SSQ.
Standstill Period	has the meaning as set out in paragraph 12.5.
Sub-Contractor	means a third party which: a) provides the Services (or any part of them); b) provides facilities or Services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the Services (or any part of them); pursuant to any Contract or agreement (or proposed Contract or agreement), other than the Contract.
Summative Assessment	'Summative' assessment is a term usually used to describe assessment carried out at the end of a period of learning. It looks back and indicates what the students have learnt, usually measured formally against clearly defined standards.
Teacher	means a teacher, new head teacher, leader, head teacher or person who undergoes an NPQ and or the New Head Teacher Support Offer.
Teacher Self-Service Portal	means the gateway that provides teachers with access to their records held on the Database of Qualified Teachers (DQT).
Technical Envelope	means the area within Jaggaer where the Potential Provider can submit their Quality Submission.
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender.
Tender Clarifications Deadline	means the time and date set out in paragraph 4.1 for the latest submission of clarification questions.
Tender Submission Deadline	means the time and date set out in paragraph 4.1 for the latest uploading of Tenders.
Tendered Price	means the Provider's price calculated in accordance with section 11 that will be used to determine their Price Score.
TRN	means Teacher Reference Number
User Digital Platform	means a digital platform that the Department may require Provider to develop, host and maintain in place of the Central Digital Platform that is described in paragraph 19 of the Service Requirements
User Journey Funnels	means how users travel through the Providers' own digital platforms.
VAT	means Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.

Year 1 Call Off	means the Call Off Contract awarded in the first year of delivery (21-22).
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## **SCHEDULE 4 – ORDERING PROCEDURES**

### **Preamble**

This schedule comes in two parts:

Part A - relates to procedures that apply to Call Offs made by the Department; and

Part B - relates to procedures that apply to Call Offs made by Schools

## **SCHEDULE 4 – ORDERING PROCEDURES**

### **PART A – DEPARTMENT CALL OFFS**

#### **1. DEFINITIONS**

1.1 In Part A of this Schedule, the following definitions shall apply:

<b>“Annual Cohort Award”</b>	means awarding a Call Off Contract for a scheduled annual cohort of Services as specified in paragraph 4;
<b>“Direct Award”</b>	means awarding a Call Off Contract without a Further Competition, as specified in paragraph 3.
<b>“Further Competition”</b>	means awarding a Call Off Contract subject to competition, as specified in paragraph 5;
<b>“Service Requirement”</b>	means the specification of the Department’s wants or needs to be delivered under the Order;
<b>“Statement of Service Requirement”</b>	means a written definition of the Department’s Service Requirement.

#### **2. AWARD PROCEDURES**

2.1 There are two procedures the Department can use to Call Off the services of a Contractor under the Framework Agreement:

2.1.1 Direct Award without competition

2.1.2 Further Competition

2.2 The Department can award Orders by Direct Award in any of the following circumstances:

2.2.1 to award Orders to cover the Contractor’s Set Up;

2.2.2 if the Department chooses to conduct an Annual Cohort Award irrespective of the value;

2.2.3 where the value of the Call Off Order is less than £25,000.00; or

2.2.4 in urgent circumstances, such as another Contractor enters administration.

In other circumstances, the Department awards Orders after following the Further Competition Procedure.

2.3 The Department chooses the most appropriate procedure to award its Orders and follows one of the procedures set out in this Schedule.

#### **3. DIRECT AWARD PROCEDURES**

##### **Set Up Call Off Orders**

3.1. The Contractor with the highest Ranking (as set out in Schedule 6) will be awarded a Set Up Call Off Order.

3.2. The award of any additional Set Up Call Off Contracts to other framework contractors will be subject to the available funding and awarded subject to criteria that includes:

3.2.1. the ranking of each contractor appointed to the Framework;

3.2.2. the estimated minimum recruitment targets of the Year 1 Call Off;

3.2.3. the Financial Growth Limiter (FGL) of each contractor appointed to the Framework as it relates to the size of any Call Off Order.

3.3. Table 11 below details the estimated minimum recruitment targets that will be used to calculate the value of the Call Off.

<b>Table 1 estimated minimum recruitment targets of the Call Off Order</b>			
<b>Qualification</b>	<b>Volume of Teachers October Cohort</b>	<b>Volume of Teachers February Cohort</b>	<b>Total Volume of Teachers</b>
NPQ Leading Teaching	43	29	72
NPQ Leading Behaviour and Culture	43	29	72
NPQ Leading Teacher Development	127	84	211
NPQ Senior Leadership	123	82	205
NPQ Headship	103	69	172
NPQ Executive Leadership	16	10	26

- 3.4. The total of the highest Ranking contractor's Set Up Costs and estimated Framework Agreement Prices to deliver the volumes set out in Table 1 above will be deducted from the available funding and if the remaining amount is greater than the total of the second highest Ranking contractor's Set Up Costs and estimated Framework Agreement Prices to deliver the volumes set out in Table 1 above then the second highest Ranking contractor will also be awarded a Set Up Call Off Order.
- 3.5. This award process continues until the value of the remaining funding is less than the total of the next highest ranking contractor's Set Up Costs and estimated Framework Agreement Prices to deliver the volumes set out in Table 1 above.
- 3.6. Following the application of this process, the Department will award Set Up Call Off Contracts to the successful contractor(s). The Contractor accepts the Set Up Call Off Contract by signing the Set Up Call Off Contract and returning (including by electronic means) it to the Department.
- 3.7. The Department will execute the Set Up Call Off Contract, and the Contractor will then deliver the Services in accordance with the Set Up Call Off Contract.
- 3.8. If the Department is awarded increased funding after following this procedure the Department will award additional Set Up Call Off Contracts to the next highest ranked contractor(s) that have not been awarded a Set up Call Off Contract.

#### **Other Direct Awards (except Annual Cohort Awards)**

- 3.9. The Department develops a Statement of Requirements for the Call Off and applies the criteria set out in paragraph 3.10 below to identify and select the Contractor that is best placed to provide the Service Requirements.
- 3.10. Contractors are assessed according to one or more of their:
- 3.10.1 performance against Framework Agreement KPIs;
  - 3.10.2 capacity to deliver;
  - 3.10.3 geographical locations (including their Delivery Partners locations);
  - 3.10.4 availability to deliver;
  - 3.10.5 value for money (which can be based on the lowest priced Contractor)
- 3.11. Once a Contractor has been identified, the Department will follow the Quotation Procedure set out in paragraph 7. The Department will award the Call Off Contract subject to the Contractor submitting an acceptable Quotation based on the following evaluation criteria:

- 3.11.1 confirmation that the Contractor's prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Annex 1 of Schedule 7 (Pricing);
- 3.11.2 confirmation that the Contractor does not exceed their (FGL) or if the Call Off Contract would lead to the Contractor exceeding their FGL, that the Contractor has submitted updated financial information which supports an increase in their FGL and the Department has agreed to it;
- 3.11.3 assurance that the Contractor is able to deliver the Service Requirements by assessing their Delivery Plan in accordance with paragraph 4.3, or other such assurances or criteria as specified in the invitation to submit a Quotation.

#### **4. ANNUAL COHORT AWARD**

##### **The Department's Obligations**

- 4.1 In order to award a Call Off Contract under this Framework Agreement through the Annual Cohort Award the Department shall:
  - 4.1.1 develop a Statement of Service Requirements, including Cohort specific budgets, Recruitment Targets, geographical and disadvantaged/hard to reach targets, and any communications and marketing approvals for restricted activity;
  - 4.1.2 notify the Contractor(s) that are eligible to participate in the Procedure as determined in accordance with paragraph 4.2 by 31<sup>st</sup> March in each year of the Framework Agreement that it intends to follow the Annual Cohort Award and confirm the Recruitment Targets for each Contractor;
  - 4.1.3 amend or refine the Model Call Off Contract Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations or to comply with any guidance issued by the UK government in respect of public spending (such as PPNs<sup>8</sup>);
  - 4.1.4 invite all eligible Contractors (except any that are under suspension) to submit a Quotation and comply with its obligations set out in Quotation Procedure set out in paragraph 7;
  - 4.1.5 apply the award criteria set out in paragraph 4.2 to compliant Quotations and accept or reject the Contractors' Quotations; and
  - 4.1.6 subject to 4.1.5 above, award Call Off Contracts to Contractors in accordance with paragraph 7.7.
- 4.2 The Department intends to follow this procedure in the first year of the Framework Agreement. To be eligible to participate in the Annual Cohort Award procedure the Contractor must:
  - 4.2.1 have been awarded a Set Up Call Off Contract and/or had their content materials and assessment model approved prior to the starting date of the relevant Annual Call Off Award procedure.

##### **The Contractor's Obligations**

- 4.3 If the Contractor is eligible to participate in the Annual Cohort Award, the Contractor shall:
  - 4.3.1 in writing, by no later than 14 days after the Department's notification sent in accordance with 4.1.1, provide the Department with either:
    - (a) a statement to the effect, including with reason(s) why, that it does not wish to participate in the Annual Cohort Award; or
    - (b) confirmation it wishes to participate in the Annual Cohort Award.
  - 4.3.2 comply with its obligations set out in the Quotation Procedure set out in paragraph 7.

##### **Award Criteria**

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<sup>8</sup> <https://www.gov.uk/government/collections/procurement-policy-notes>

4.4 The Department will evaluate Quotations in accordance with criteria set out in Table 1 below:

**Table 1 – Annual Cohort Competition Award Criteria**

Criteria	Weighting
<p><b>Quality</b> (Assessed on the Contractor's Delivery Plan)</p> <p><u>Recruitment Strategy</u> The Contractor's recruitment strategy must meet with the criteria set out in section 2A, paragraph 9 of the Specification and demonstrate:</p> <ul style="list-style-type: none"> <li>• a clear Communications and Marketing Plan;</li> <li>• a clear targeting plan, including breakdowns of targeted Teachers;</li> <li>• the proposed recruitment and deployment strategy for the NPQH Additional Support Offer for New Head Teachers; and</li> <li>• that the proposed recruitment strategy aligns to the Department's funding policy, and the approach submitted as part of the Contractor's Framework Tender.</li> </ul> <p><u>Delivery proposals</u> The Contractor delivery proposals shall cover all the requirements set out in section 2A, paragraph 9 of the Specification and:</p> <ul style="list-style-type: none"> <li>• include details of any Delivery Partners and demonstrate they have the capability, coverage and resources to deliver the Service Requirements;</li> <li>• include a risk register which demonstrate the Contractor has adequately identified, assessed and mitigated any risks;</li> <li>• detail the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved;</li> <li>• demonstrate an appropriate approach to Summative Assessments for NPQs, who will administer them and how they will be managed; and</li> <li>• include a policy (or revised policy if previously submitted under an early Quotation) that outlines how Teachers who are part time, defer or transfer schools during their NPQ or taking part in the NPQH Additional Support Offer for New Head Teachers, will be handled.</li> </ul> <p><u>Implementation Plan</u></p> <ul style="list-style-type: none"> <li>• The Contractor's Implementation Plan must meet with the criteria set out in section 2A, paragraph 9 of the Specification and demonstrate the Contractor's capacity to deliver the service proposal to scale within the timescales required by the Department.</li> </ul>	Pass / Fail
<p><b>Price</b></p> <p><u>Prices</u></p> <ul style="list-style-type: none"> <li>• The Contractor's Prices and a detailed Cost Breakdown Structure will be required to be submitted in the Pricing Schedule supplied by the Department.</li> <li>• The Contractor's prices to deliver the Order shall be no more than the Framework Agreement Prices set out in Schedule 7 (Pricing).</li> </ul>	Pass / Fail

4.5 If in the Department's opinion, the Contractor's Quotation has failed to meet the criteria due to minor omissions or reasons which are resolvable without significant variation to the Quotation, the Department will allow the Contractor an opportunity to revise and resubmit their Quotation within a reasonable timescale. The Annual Cohort Award Criteria will be applied to any resubmitted Quotation before a final award decision is made.

4.6 The Department reserves the right to review the Annual Cohort Award Criteria prior to each Annual Cohort Competition and where at its sole discretion make revisions to Table 1 above to ensure that the criteria remain fit for purpose and are relevant to the scope and priorities of the Cohort. The

finalised Annual Cohort Competition award criteria used for each annual Cohort will be confirmed when inviting tenders for the Annual Cohort Competition.

### **First Annual Cohort Award Recruitment Targets**

- 4.7 The Year 1 Recruitment Targets will be confirmed by the Department prior to the Contract Commencement Date. Subject to the Department following this Procedure, it will allocate a pro-rata share of the annual Recruitment Targets to each Contractor invited to submit a Quotation for the Year 1 Call Off Contract.

### **Other Annual Cohort Award Recruitment Targets**

- 4.8 In the event the Department awards further Orders under this Annual Cohort Award Procedure, the Contractor's Recruitment Targets will be reviewed on an annual basis and the Department will take account of the following:
- 4.8.1 performance against KPIs or other performance measures;
  - 4.8.2 capacity to deliver;
  - 4.8.3 value for money;
  - 4.8.4 geographical locations
  - 4.8.5 the Contractor's allocated FGL;
  - 4.8.6 changes in funding and eligibility criteria; and
  - 4.8.7 effective use of resources, including geographical coverage and priority targeting.
  - 4.8.8 Social Value.
- 4.9 Subject to the Department being satisfied in respect of paragraph 4.8 above, the Department will allocate an equal share of the annual Recruitment Targets to each Contractor invited to submit a Quotation for the Call Off Contract the Department intends to award under this Procedure. Annual Recruitment Targets will be specified in the invitation to submit a Quotation.
- 4.10 Where the Department is not satisfied in respect of 4.8 and a Contractor's Recruitment Targets are reduced for failing to meet previous performance targets, the reduction the Department can apply shall be no more than the amount the Contractor previously failed by. For example, if one of their previous Recruitment Targets was 100 and the Contractor achieved 90, the maximum reduction the Department could apply to that specific Recruitment Target for a future Call Off would be 10.

### **Reallocation of Recruitment Targets**

- 4.11 Where a Contractor;
- 4.11.1 does not wish to participate in the Annual Cohort Competition; or
  - 4.11.2 submits a Quotation that is rejected; or
  - 4.11.3 has their Recruitment Targets reduced in accordance with 4.10.

The Department can choose to increase the Recruitment Targets included in the relevant Call Off Contract(s) of the other contractors (on a pro-rata basis) who are participating in the Annual Cohort Competition. Any increase will only apply to the individual Call Off Contract.

## **5. FURTHER COMPETITION PROCEDURE**

### **The Department's Obligations**

- 5.1 In order to award a Call Off Contract under this Framework Agreement through a Further Competition the Department shall:
- 5.1.1 develop a Statement of Service Requirements;
  - 5.1.2 amend or refine the Model Call Off Contract terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations or to comply with any guidance issued by the UK government in respect of public spending (such as PPNs);



- 5.1.3 invite all Contractors that are eligible to participate in the Procedure as determined in accordance with paragraph 5.1.6 to submit a Quotation and comply with its obligations set out in Quotation Procedure set out in paragraph 7;
- 5.1.4 apply the Further Competition award criteria set out in 5.4 to compliant Quotations submitted by the Contractors and accept or reject the Contractor's Quotation; and
- 5.1.5 subject to 5.1.4 above, award Call Off Contract(s) to Contractor(s) in accordance with paragraph 7.7.

To be eligible to participate in the Further Competition Procedure the Contractor must:

- 5.1.6 have been awarded a Set Up Call Off Contract; and/or .
  - 5.1.7 had their content materials and assessment model approved; and
- not be under suspension prior to the starting date of the relevant Further Competition Procedure.
- 5.1.8

#### **The Contractor's Obligations**

- 5.2 The Contractors that are eligible to participate in the Further Competition shall in writing, by the time and date specified by the Department following an invitation to submit a Quotation pursuant to paragraph 5.1.3 above, provide the Department with either:
  - 5.2.1 a statement to the effect that it does not wish to submit a Quotation in relation to the relevant Service Requirements; or
  - 5.2.2 the Contractor complies with its obligations set out in the Quotation Procedure and submits a Quotation to provide the Service Requirements.
- 5.3 The Contractor shall ensure that any prices submitted in relation to a Further Competition shall be no more than Framework Agreement Prices set out in in Schedule 7 (Pricing).

#### **Further Competition Award Criteria**

- 5.4 The Department shall award Orders on the basis of:
  - (a) lowest overall price and an acceptable Delivery Plan; or
  - (b) a weighted quality and price criteria relative and proportionate to the scope of the proposed Order using the weightings set out in Table 2a below.

**Table 2a – Further Competition Award Criteria**

Criteria	Percentage Weightings	Allowable Variance
Quality	80%	+/- 20% (60% to 100%)
Price	20%	+/- 20% (0% to 40%)

- 5.4.1 When evaluating and scoring the quality aspect of the Contractor's Quotation, the Department shall use the scoring scale set out in Table 2b below.

**Table 2b – Further Competition Scoring Scale**

Assessment	Marks	Criteria
Excellent	5	<p>The response answers the question in full, successfully meets all the criteria, and presents proposals that exceed or enhance the Department's requirement.</p> <p>Full and relevant evidence is provided to enhance the response.</p> <p>Demonstrates a comprehensive level of knowledge, experience, capability, or capacity and demonstrates that the Contractor can meet the requirement in full and to a high standard.</p>

Good	4	<p>The response answers the question in full and successfully meets all the criteria.</p> <p>Full and relevant evidence is provided to support the response.</p> <p>Demonstrates a good level of knowledge, experience, capability, or capacity and no concerns or omissions are identified.</p>
Satisfactory	3	<p>The response answers the question and meets the criteria to a satisfactory standard but may lack some clarity or detail in how the proposed solutions will be achieved.</p> <p>Relevant evidence is provided to support the response. Lack of clarity and any missing evidence or detail is only minor.</p> <p>Demonstrates a satisfactory level of knowledge, experience, capability, or capacity and any concerns or omissions are not considered to represent a risk or could be reasonably resolved.</p>
Poor	2	<p>The response does not answer the question in full and either satisfies only some of the criteria or exhibits omissions regarding meeting the criteria.</p> <p>Some evidence is provided to support the response but is lacking in sufficient detail in one or more areas.</p> <p>Demonstrates a lack of knowledge, experience, capability, or capacity and presents concerns or omissions that are considered to represent a risk or would have an impact on service delivery that would require significant external intervention to manage or resolve.</p>
Very Poor	1	<p>The response does not answer the question and either fails to meet a number of the criteria or exhibits clear and significant omissions with regard to meeting the criteria.</p> <p>Inadequate or no supporting evidence has been provided to support the response.</p> <p>Demonstrates a lack of knowledge, experience, capability, or capacity and presents significant concerns or omissions that are considered to represent an unacceptable level of risk and/or would have a detrimental impact on service delivery.</p>
Unacceptable	0	<p>The response is absent or incomplete and/or the proposals are not relevant to the Department's requirements. The response does not meet the Department's requirements.</p>

5.4.2 When evaluating prices, the Department will award scores in the following way:

- 5.4.2.1 The Contractor that submits the lowest total price to undertake the Order will achieve 100% of the maximum Price Score available.
- 5.4.2.2 Other Contractors will be scored on a relative assessment basis and awarded a percentage of the maximum Price Score available on a reducing basis, based on the Contractor's total price versus the lowest total price. The calculation used will be as follows

$$\text{Score} = \frac{\text{Lowest Total Price}}{\text{Other Contractor's Total Price}} \times \text{Maximum Price Score available (eg 20)}$$

Example:

- Contractor A submits the lowest total price of £100,000.00 and is awarded the maximum available score of 20;

- Contractor B submits a total price of £120,000.00 and is awarded 83.33% of the maximum available score, namely 16.67;
- Contractor C submits a total price of £130,000.00 and is awarded 76.92% of the maximum available score, namely 15.38.

5.4.3 The Department will set out the specific criteria that will apply when inviting Contractors to submit a Quotation.

## **6. FINANCIAL GROWTH LIMITER (FGL)**

6.1. The Contractor's Financial Growth Limiter (FGL) determines the maximum value of business that the Contractor can be awarded and deliver at any one time without further evaluation or review of their financial standing. The FGL is set at 75% of a Contractor's average turnover, taken from the Contractor's last two years of audited accounts, unless agreed otherwise by the Department. The FGL is reviewed and determined on an annual basis at each Annual Cohort Competition, however the Contractor may submit updated turnover information to the Department in accordance with paragraph 6.3 to request consideration of an increase to its FGL throughout the duration of the Framework Agreement. The FGL applies for Department Funded Call Offs only.

6.2. The Contractor must submit annual turnover values to the Department at the Annual Cohort Competition, taken from their last two years of audited accounts, which will use them to calculate an average turnover. This will be used to calculate the Contractor's FGL. The Contractor must submit copies of their last two years of audited accounts when submitting their annual turnover values. The calculation used to determine the FGL is as follows:

$$[\text{Average turnover}^* / 100] \times 75 = \text{Financial Growth Limiter}$$

*\*Taken from previous two-years audited accounts and Order Book*

6.3. The Contractor can submit updated turnover information for the Department to consider throughout the Contract Period of the Framework Agreement to support an increase in its FGL. The Contractor can also submit additional information such as reference to new business won or any financial guarantees that can be provided. This should be submitted in the Order Book tab of the Delivery Plan or by submitting separate documents if necessary, such as more recent annual accounts, via email to the Department. If the Contractor is seeking to increase its FGL, the Department will undertake an economic and financial standing (EFS) review to update the FGL. It is at the absolute discretion of the Department as to whether the FGL will be increased. If the FGL is not increased, the current FGL will remain in force.

6.4. Should a proposed Call Off Contract value result in the Contractor exceeding their FGL, the Department may:

6.4.1 Limit the value of any Order it awards by reducing the Recruitment Targets included in the Order;

6.4.2 reject the Contractor's Quotation and not award the Order.

6.5. In the event any Contractor exceeds their FGL as per clause 6.3 in connection with the Annual Cohort Competition, the Department can increase the value of other Contractors Orders by increasing the Orders on a pro-rata basis.

6.6. The Department may request additional information about other Departmental contracts the Contractor has been awarded or that the Contractor is planning to tender for and seek assurances around the Contractor's ability to deliver the related value of contracted business in addition to Call Offs from the Framework Agreement. This information may be taken into consideration when setting the FGL.

## **7. QUOTATION PROCEDURE**

7.1. After identifying which of the award procedures set out in paragraph 3, 4 or 5 of this Schedule will apply, the Department and Contractor(s) follow the Quotation Procedure set out in this paragraph.

### **Invitation to Quote**

- 7.2. The Department invites the Contractor(s) to submit a Quotation in writing by giving written notice to the Contractor. The Department may use its eProcurement platform to facilitate the Quotation Procedure. The invitation shall be in the form set out in Schedule 11 (or as revised by the Department) and include;
- 7.2.1. the Service Requirements and timescales associated with delivery of the proposed Order;
  - 7.2.2. confirmation of the Call Off Contract Terms, including detailing any specific amendments, refinements or supplementary additions to those included in the Model Call Off Contract;
  - 7.2.3. the documentation that the Contractor(s) will be required to submit with their Quotation;
  - 7.2.4. instructions on how to submit a Quotation;
  - 7.2.5. the deadline for receipt of Quotation(s). The time allowed will take into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit Quotations but shall be no shorter (unless agreed with the Contractor) than 7 calendar days from the date the Contractor is invited to submit a Quotation; and
  - 7.2.6. the Award Criteria that will determine the award of the Call Off Contract.

### **The Contractor's Offer**

- 7.3. The Contractor reviews the Department's invitation and responds to the Department (in a way required by the Department) by no later than the deadline specified in the invitation with either:
- (a) a statement to the effect, including reason(s) why it does not wish to submit a Quotation; or
  - (b) a Quotation that meets with the requirements set out in paragraph 7.4.
- 7.4. The Contractor's Quotation shall be in the form set out in Schedule 11 (or as revised by the Department, or by the Contractor in agreement with the Department) and submitted to the Department as follows:
- 7.4.1. by means set out by the Department and so as to ensure it clearly identifies the Contractor and what the Quotation relates to;
  - 7.4.2. include the Contractor's Delivery Plan, which shall comply with the requirements set out in section 2A, paragraph 9 of the Specification, to deliver the Order;
  - 7.4.3. include any documents that are prescribed by the Department;
  - 7.4.4. ensure that the prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Schedule 7 (Pricing); and
- 7.5. When submitting a Quotation, the Contractor agrees that:
- 7.5.1. any Quotations shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the Invitation to Quote issued by the Department).
  - 7.5.2. Quotations are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the Quotation by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:
    - 7.5.2.1. communicate to any person other than the person inviting the Quotations the amount or approximate amount of the Quotation, except where the disclosure, in confidence, of the approximate amount of the Quotation, was necessary to obtain Quotations required for the preparation of the Quotation; and
    - 7.5.2.2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any Quotation to be submitted.

### **Assessment of Quotations**

- 7.6. The Department will assess Quotations in accordance with criteria in paragraph 3.6 or 4.4 or 5.4 (depending on which Call Off procedure is being followed), apply the FGL (if the Department has stated that FGL testing will apply) and either;
- (a) accepts the Contractor(s) Quotation(s); or
  - (b) rejects the Contractor(s) Quotation(s) and provides the written feedback in relation to the reasons why their Quotation(s) were unsuccessful.

#### **Award of Call Off Contracts**

- 7.7. Pursuant to paragraph 7.6 the Department will award a Call Off Contract to the successful Contractor(s) by instructing the Contractor to sign the Call Off Contract terms and conditions as set out in the Invitation to submit a Quotation.
- 7.8. The Contractor accepts the Call Off Contract returning (including by electronic means) a signed copy to the Department.
- 7.9. The Department countersigns the Call Off Contract, it is executed and the Contractor provides the Services in accordance with the Call Off Contract.

#### **8. NO AWARD**

- 8.1 Notwithstanding the fact that the Department has followed a procedure as set out in this Schedule, the Department shall be entitled at all times to decline to make an award. Examples of when the Department may decide not to make an award include but are not limited to if no Contractor submits an acceptable Quotation or the Department's funding position changes during the Quotation Procedure.
- 8.2 For the avoidance of doubt, any Contractor that;
- 8.1.1. has not been awarded a Set Up Order; or
  - 8.1.2. does not achieve the Set Up Call Off Milestones; or
  - 8.1.3. does not submit a Delivery Plan for the Year 1 Call Off Order; or
  - 8.1.4. submits an unsatisfactory Delivery Plan for the Year 1 Order;
- will not be awarded a Year 1 Call Off Contract or have their Year 1 Call Off Contract terminated. In these circumstances the Contractor may, at the Department's discretion, be suspended or removed from the Framework Agreement and/or any costs already paid to the Contractor may be subject to recovery by the Department

## -SCHEDULE 4 – CALL OFF PROCEDURES –

### PART B – SCHOOL CALL OFFS

#### 9. DEFINITIONS

9.1. In Part B of this Schedule, the following definitions shall apply:

<b>“Direct Award”</b>	means awarding a Call Off Contract without a Further Competition, as specified in paragraph 12;
<b>“Further Competition”</b>	means awarding a Call Off Contract subject to competition, as specified in paragraph 13;
<b>“Service Requirement”</b>	means the specification of the School’s wants or needs to be delivered under the Order;
<b>“Statement of Service Requirement”</b>	means a written definition of the School’s Service Requirement.

#### 10. AWARD PROCEDURES

10.1. There are two procedures a School can use to Call Off the Services of a Contractor under the Framework Agreement:

10.1.1. Direct Award without competition

10.1.2. Further Competition

10.2. The School chooses the most appropriate procedure to award its Orders and follows one of the procedures set out in this Schedule.

#### 11. DIRECT AWARD PROCEDURE

11.1. The School develops a Statement of Requirements, applies the criteria set out in paragraph 11.2 and selects the Contractor that is best placed to provide the School’s Service Requirements.

11.2. Contractors are assessed according to their:

11.2.1. performance against Framework Agreement KPIs

11.2.2. capacity to deliver;

11.2.3. geographical locations (including their Delivery Partner locations)

11.2.4. value for money (which can be based on the lowest priced Contractor).

11.3. Once a Contractor has been identified, the School follows the Quotation Procedure set out in paragraph 13. The School will award the Call Off Contract subject to the Contractor submitting an acceptable Quotation based on the following evaluation criteria:

11.3.1. confirmation that the Contractor’s prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Annex 1 of Schedule 7 (Pricing);

11.3.2. assurance that the Contractor is able to deliver the Service Requirements by assessing their Delivery Plan (see paragraph 11.4 below), or other such assurances or criteria as specified in the invitation to submit a Quotation.

11.4. If required by the School, the Contractor develops and delivers a School Delivery Plan. The scope and content of the School Delivery Plan shall be proportionate to the service requirements specified in the School Call Off Order. The Contractor shall submit their School Delivery Plan with the Quotation it submits to the School. Schools can choose to evaluate Quotations submitted in accordance with criteria set out in Table 3 below.

**Table 3 – Example School Direct Award Criteria**

Criteria	Weighting
----------	-----------

Quality	<u>Delivery Proposals</u> The Contractor's proposals to deliver the School Call Off provide assurance that the Contractor has the capacity, capability, resources and management arrangements in place to deliver the Service Requirements and ensure that KPIs will be achieved.	Pass / Fail
	<u>Implementation Plan</u> The Contractor's Implementation Plan demonstrate the Contractor's capacity to deliver the service proposal to scale within the timescales required by the School.	
Price	<u>Prices</u> The Contractor's prices to deliver the Order shall be no more than the Framework Agreement Prices set out in Schedule 7 (Pricing).	Pass / Fail

## 12. FURTHER COMPETITION PROCEDURE

### The School's Obligations

- 12.1. In order to award a Call Off Contract under this Framework Agreement through a Further Competition Procedure, Schools must:
- 12.1.1. develop a Statement of Service Requirements;
  - 12.1.2. amend or refine the Model Call Off Contract terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations<sup>9</sup> or to comply with any guidance issued by the UK government in respect of public spending (such as PPNs<sup>10</sup>);
  - 12.1.3. invite all Contractors (except any that are under suspension) to submit a Quotation and comply with its obligations set out in Quotation Procedure set out in paragraph 13;
  - 12.1.4. apply the Further Competition award criteria set out in 12.4 to compliant Quotations submitted by the Contractors and accept or reject the Contractor's Quotation; and
  - 12.1.5. subject to 12.1.4 above, award Call Off Contract(s) to Contractor(s) in accordance with paragraph 13.7.

### The Contractor's Obligations

- 12.2. The Contractor shall in writing, by the time and date specified by the School following an invitation to submit a Quotation pursuant to paragraph 12.1.3 above, provide the School with either:
- 12.2.1. a statement to the effect that it does not wish to submit a Quotation in relation to the relevant Service Requirements; or
  - 12.2.2. the Contractor complies with its obligations set out in the Quotation Procedure and submits a Quotation to provide the Service Requirements.
- 12.3. The Contractor shall ensure that any prices submitted in relation to a Further Competition procedure shall be no more than Framework Agreement Prices set out in in Schedule 7 (Pricing).

### Further Competition Award Criteria

- 12.4. The School shall award Orders on the basis of:
- (a) lowest overall price; or
  - (b) on the basis of a weighted quality and price criteria set out in Table 4a below.

### Table 4a – Further Competition Award Criteria

<sup>9</sup> <https://www.legislation.gov.uk/uksi/2015/102/contents/made>

<sup>10</sup> <https://www.gov.uk/government/collections/procurement-policy-notes>



Criteria	Percentage Weighting	Allowable Variance
Quality	60%	+/- 20% (40% to 80%)
Price	40%	+/- 20% (20% to 60%)

12.4.1. When evaluating and scoring the quality aspect of the Contractor's Quotation, the School shall use the scoring scale set out in 4b below.

**Table 4b – Further Competition Scoring Scale**

Assessment	Marks	Criteria
Excellent	5	<p>The response answers the question in full, successfully meets all the criteria, and presents proposals that exceed or enhance the School's requirement.</p> <p>Full and relevant evidence is provided to enhance the response.</p> <p>Demonstrates a comprehensive level of knowledge, experience, capability, or capacity and demonstrates that the Contractor can meet the requirement in full and to a high standard.</p>
Good	4	<p>The response answers the question in full and successfully meets all the criteria.</p> <p>Full and relevant evidence is provided to support the response.</p> <p>Demonstrates a good level of knowledge, experience, capability, or capacity and no concerns or omissions are identified.</p>
Satisfactory	3	<p>The response answers the question and meets the criteria to a satisfactory standard but may lack some clarity or detail in how the proposed solutions will be achieved.</p> <p>Relevant evidence is provided to support the response. Lack of clarity and any missing evidence or detail is only minor.</p> <p>Demonstrates a satisfactory level of knowledge, experience, capability, or capacity and any concerns or omissions are not considered to represent a risk or could be reasonably resolved.</p>
Poor	2	<p>The response does not answer the question in full and either satisfies only some of the criteria or exhibits omissions regarding meeting the criteria.</p> <p>Some evidence is provided to support the response but is lacking in sufficient detail in one or more areas.</p> <p>Demonstrates a lack of knowledge, experience, capability, or capacity and presents concerns or omissions that are considered to represent a risk or would have an impact on service delivery that would require significant external intervention to manage or resolve.</p>
Very Poor	1	<p>The response does not answer the question and either fails to meet a number of the criteria or exhibits clear and significant omissions with regard to meeting the criteria.</p> <p>Inadequate or no supporting evidence has been provided to support the response.</p> <p>Demonstrates a lack of knowledge, experience, capability, or capacity and presents significant concerns or omissions that</p>



		are considered to represent an unacceptable level of risk and/or would have a detrimental impact on service delivery.
Unacceptable	0	The response is absent or incomplete and/or the proposals are not relevant to the School's requirements. The response does not meet the School's requirements.

12.5. When evaluating prices, the School will award scores in the following way:

12.5.1. The Contractor with the lowest total price to undertake the Order will achieve 100% of the maximum Price Score available.

12.5.2. Other Contractors will be scored on a relative assessment basis and awarded a percentage of the maximum Price Score available on a reducing basis, based on the Contractor's total price versus the lowest total price. The calculation used will be as follows:

$$\text{Score} = \frac{\text{Lowest total price}}{\text{Contractor's total price}} \times \begin{matrix} \text{Maximum Price} \\ \text{Score available} \\ \text{(eg 20)} \end{matrix}$$

Example:

- Contractor A submits the lowest total price of £30,000.00 and is awarded the maximum available score of 20;
- Contractor B submits a total price of £32,500.00 and is awarded 92.31% of the maximum available score, namely 18.46;
- Contractor C submits a total price of £35,000.00 and is awarded 85.71% of the maximum available score, namely 17.14.

The School sets out the specific criteria that will apply when inviting Contractor's to submit a Quotation.

### 13. QUOTATION PROCEDURE

13.1. After identifying which of the award procedures will apply, the School and Contractor(s) follow the Quotation Procedure set out in this paragraph.

#### Invitation to Quote

13.2. The School invites the Contractor(s) to submit a Quotation in writing by giving to the relevant Contractor Representative of the Contractor(s). The invitation shall be in the form set out in Schedule 12 (or as revised by the School) and include:

- 13.2.1. the Service Requirements and timescales associated with delivery of the proposed Order;
- 13.2.2. confirmation of the Call Off Contract Terms, including detailing any specific amendments, refinements or supplementary additions to those included in the Model Call Off Contract;
- 13.2.3. confirmation of the Payment Method that will apply to the Call Off Contract;
- 13.2.4. the documentation that the Contractor(s) will be required to submit with their Quotation;
- 13.2.5. instructions on how to submit a Quotation;
- 13.2.6. the deadline for receipt of Quotation(s). The time allowed will take into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit Quotations but shall be no shorter (unless agreed with the Contractor) than 7 days from the date the Contractor is invited to submit a Quotation; and
- 13.2.7. the award criteria that will determine the award of the Call Off Contract.

#### The Contractor's Offer

13.3. The Contractor reviews the School's invitation and responds to the School in the manner required by the School and by no later than the deadline specified in the invitation with either:

- (a) a statement to the effect, including reason(s) why it does not wish to submit a Quotation; or
- (b) a Quotation that meets with the requirements set out in paragraph 13.4.

13.4. The Contractor's Quotation shall be in the form set out in Schedule 12 (or as revised by the School, or by the Contractor in agreement with the School) and submitted to the School's representative as follows:

- 13.4.1. by means set out by the School and so as to ensure the communication clearly identifies the Contractor and what the Quotation relates to;
- 13.4.2. include the Contractor's proposals, which shall comply with the requirements set out in invitation, to deliver the Order;
- 13.4.3. include any documents that are prescribed by the School; and
- 13.4.4. The Contractor shall ensure that the prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Schedule 7 (Pricing). If Payment Method 1 applies then the Contractor shall offer a discount in accordance with paragraph 2.3.1 of Schedule 7.

13.5. When submitting a Quotation, the Contractor agrees that:

- 13.5.1. any Quotations shall remain open for acceptance by the School for ninety (90) Working Days (or such other period specified in the Invitation to Quote issued by the School);
- 13.5.2. Quotations are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the Quotation by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:
  - 13.5.2.1. communicate to any person other than the person inviting the Quotation the amount or approximate amount of the Quotation, except where the disclosure, in confidence, of the approximate amount of the Quotation was necessary to obtain quotations required for the preparation of the Quotation; and
  - 13.5.2.2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any Quotation to be submitted.

### **Assessment of Quotations**

13.6. The School shall assess the Quotations in accordance with the criteria set out in in the invitation to Quote and either;

- (a) accept the Contractor(s) Quotation(s); or
- (b) reject the Contractor(s) Quotation(s) and provide the written feedback in relation to the reasons why their Quotation(s) were unsuccessful.

### **Award of Call Off Contracts**

13.7. Pursuant to Paragraph 13.6 the School shall award a Call Off Contract to the successful Contractor(s) by instructing the Contractor to sign the Call Off Contract terms and conditions as set out in the Invitation to submit a Quotation.

13.8. The Contractor accepts the Call Off Contract returning (including by electronic means) a signed copy to the School.

13.9. The School countersigns the Call Off Contract, it is executed and the Contractor provides the Services in accordance with the Call Off Contract.

## **14. NO AWARD**

14.1. Notwithstanding the fact that the Department has followed a procedure as set out in this Schedule, the School can choose not to award a Call Off Contract if no Contractor submits an acceptable Quotation or the School's funding position changes during the Quotation Procedure.

## **15. RESPONSIBILITY FOR AWARDS**

15.1. The Contractor acknowledges that Schools are independently responsible for the conduct of its award of Call Off Contracts under this Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever in relation to:

15.1.1. the conduct of the School in relation to this Framework Agreement; or

15.1.2. the performance or non-performance of any Call Off Contracts between the Contractor and the School entered into pursuant to this Framework Agreement.

## **SCHEDULE 5 – CONTRACT CHANGE PROCEDURE**

### **1. INTRODUCTION**

- 1.1. This Schedule 5 sets out the Contract Change Procedure to be used by the Department and the Contractor to effect changes to this Framework Agreement.

### **2. PRINCIPLES**

- 2.1. The Department and the Contractor shall conduct discussions relating to proposed changes to this Framework Agreement in good faith. Neither Party shall unreasonably withhold or delay consent to the other Party's proposed changes.
- 2.2. Until such time as a Contract Change Notice (CCN) has been signed by both Parties, the Contractor shall continue to provide and make available to the Department the Services in accordance with this Framework Agreement and relevant Call Off Contracts.
- 2.3. Any work undertaken in connection with any proposed change to this Framework Agreement by the Contractor, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.2 of this Schedule 5) shall be undertaken entirely at the expense and liability of the Contractor unless otherwise agreed between the Department and the Contractor in advance.
- 2.4. Any discussions, negotiations or other communications which may take place between the Parties in connection with any proposed change to this Framework Agreement, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CCN, shall be without prejudice to the rights of either Party.

### **3. PROCEDURE**

- 3.1. Should the Department require amendments to this Framework Agreement, it shall follow the procedure set out in this paragraph.
- 3.2. The Department shall draft a CCN in the format at Annex 1 to this Schedule 5 and shall send it to the Contractor's Framework Manager to initiate a discussion on the proposed change.
- 3.3. Discussion between the Parties following the submission of a draft CCN shall result in either:
  - 3.3.1. no further action being taken on that draft CCN; or
  - 3.3.2. agreement between the Parties on the changes to be made to this Framework Agreement (including agreement on the date upon which the changes are to take effect (the "effective date")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Framework Agreement.
- 3.4. Where agreement is reached in accordance with paragraph 3.3.2, the Party submitting the draft CCN shall prepare the final CCN for execution by both Parties. The final CCN, the content of which has been agreed between the Parties in accordance with paragraph 3.3.2 of this Schedule 5, shall be uniquely identified by a sequential number allocated by the Department.
- 3.5. Two (2) copies of each CCN shall be signed by the Contractor and submitted to the Department not less than ten (10) Working Days prior to the effective date agreed in accordance with paragraph 3.3.2 of this Schedule 5.
- 3.6. Subject to the agreement reached in accordance with paragraph 3.3.2 of this Schedule 5 remaining valid, the Department shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Department. Following signature by the Department, one (1) copy of the signed CCN shall be returned to the Contractor by the Department.
- 3.7. A CCN signed by both Parties shall constitute the basis of a Variation Agreement for the purposes of amending this Framework Agreement pursuant to clause 5.1 of this Framework Agreement.

**ANNEX 1 TO SCHEDULE 5**  
**CONTRACT CHANGE NOTE PRO FORMA**

**Contract Change Note for the Contract Change Procedure**

Contract Reference Number: [to be inserted post award]  
Sequential Number: [to be allocated by the Department's Framework Manager]  
Title: [CCN title]  
Originator: [the Department / the Contractor]  
Date change first proposed: [date]  
Number of pages attached: [pages]

WHEREAS the Contractor and the Department entered into a Framework Agreement for the provision of National Professional Qualifications Services dated [date] and now wish to amend that Framework Agreement;

**Reason for proposed change**

[Party proposing change to complete]

**Full details of proposed change**

[Party proposing change to complete]

**Details of likely impact, if any, of proposed change on other aspects of the Framework Agreement**

[Party proposing change to complete]

**IT IS AGREED** as follows:

1. With effect from [date] it is proposed that the Framework Agreement shall be amended as set out below:  
[Details of the amendments to the Framework Agreement to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. clause/schedule/paragraph number, required deletions and insertions etc.]
2. Save as herein amended, all other terms and conditions of the Framework Agreement inclusive of any previous CCNs shall remain in full force and effect.
3. The amendments shall be made by way of a Deed of Variation in accordance with Clause 5.1 of this Framework Agreement.

**Signed for and on behalf of [the Contractor]**

**By** .....

**Name** .....

**Title** .....

**Date** .....

**Signed for and on behalf of the Department**

**By** .....

**Name** .....

**Title** .....

**Date** .....

## **SCHEDULE 6 – FRAMEWORK AGREEMENT CONTRACTORS**

### **1. FRAMEWORK PROVIDERS**

1.1 The following Contractors have been awarded a Framework Agreement to deliver Services for the National Professional Qualifications Delivery Framework;

1.2 Awarded March 2021:

- Ambition Institute
- Education Development Trust
- Teach First
- UCL Consultants Ltd
- Church of England
- Harris Federation
- Teacher Development Trust
- Best Practice Network Ltd
- Leadership Learning South East

### **2. ADDITIONAL PROVIDERS**

2.1 Should the Department undertake any further procurements to appoint additional providers to the Framework Agreement for the delivery of National Professional Qualification Services, the successful Contractors will be added to this Schedule 6 via a Change Control Notice.

### **3. FRAMEWORK CALL-OFFS**

3.1 All Contractors listed in this Schedule 6 will be included in any call for competition under the Call-Off Procedures at Schedule 4, subject to any suspension or termination rights under the terms of the Framework Agreement or Call-Off Contracts.

## **SCHEDULE 7 – PRICING AND PERFORMANCE**

### **Preamble**

This schedule comes in two parts:

#### Part 1 - Pricing:

A - relates to pricing for Call Offs made by the Department

B - relates to pricing for Call Offs made by Schools

#### Part 2 – Performance:

relates to performance conditions and clauses that apply to the Framework Agreement and Call Offs



## **SCHEDULE 7 – PRICING AND PERFORMANCE**

### **Part 1A – PRICING FOR DEPARTMENT CALL OFFS**

#### **1. Charges**

- 1.1 For each Order the Department pays the Contractor Charges that have been calculated in accordance with this Schedule and are based on the Set Up Costs, Framework Agreement Prices or User Digital Platform costs as set out in Annex 1 of this Schedule.
- 1.2 The Contractor shall ensure that any prices submitted in accordance with the Quotation Procedure are the same price or lower than the Framework Agreement Prices in Annex 1 of this Schedule.
- 1.3 The Charges payable for the Set Up Call Off shall comprise the Set Up Costs set out in Annex 1 of this Schedule only. The Charges for Set Up will be payable upon completion of each Set Up Milestone and the Contractor shall provide evidence to prove the Set Up Milestone has been achieved and the details of the costs incurred.
- 1.4 If the Contractor is not awarded a Call Off Contract for the 2021 Cohort, or the Contractor fails to meet any milestones included in the Set Up Call Off Contract, any Set Up Costs reimbursed by the Department may be subject to recovery.
- 1.5 Any activity paid for under the Set Up Costs must not be included in the Framework Agreement Prices or in any subsequent Quotation.
- 1.6 The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the Department, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 1.7 Indexation shall not apply to the Framework Agreement Prices or any Order.
- 1.8 Invoices shall be submitted by the 25th of each month following the month in respect to which the invoice relates. For all Output Based Performance Payments, the Contractor must provide supporting evidence that the output has been completed in the form of confirmation through their Management Information return. The data provided will be verified by the Department.
- 1.9 At any time during the duration of the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Contractor) the Department shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Department (including without limitation, procuring the consent of Service Users) to enable the Department to validate any claim for payment made by the Contractor.
- 1.10 The provisions of this Schedule shall apply to all Departmental Ordered Services under the Framework Agreement.
- 1.11 The Framework Agreement Prices are exclusive of VAT.

#### **2. Payment of Charges**

##### **Set Up Costs**

- 2.1 Set Up Costs are paid according to the achievement of Milestones as set out in Annex 1 of this Schedule.

##### **Framework Agreement Prices**

- 2.2 The Framework Agreement Prices in Annex 1 of this Schedule are composed of a Price Per Teacher for each NPQ, NPQH Additional Support Offer for New Head Teachers and a price per case study developed. Per Teacher and per case study developed pricing will be used to determine the Call Off Contract Value as demonstrated in 2.3.

##### **Call Off Contract Value**

- 2.3 To calculate the Call Off Contract Value, the relevant Price Per Teacher will be multiplied by the agreed recruitment target for the respective NPQ or NPQH Additional Support Offer for New Head

Teachers. The totals will then be added together, along with the Charges for any additional case studies if applicable, to determine the Call Off Contract Value.

### Service Fee

- 2.3.1 A Service Fee will be paid for each NPQ in instalments on a monthly basis from the month following the Cohort Commencement Date for each Call Off Contract. 40% of each Price Per Teacher for each NPQ is multiplied by the corresponding Call Off Contract Teacher recruitment target per qualification to generate the total Service Fee sum for each qualification, as set out in 2.3.3.
- 2.3.2 The Service Fee for each qualification is paid in line with the duration of the respective qualification, lasting for a period of up to 31 months, depending on qualification length and timing. To generate the monthly Service Fee for each qualification, the total Service Fee sum for each qualification is divided by the minimum number of months required to deliver, assess, moderate and award a mark over the applicable number of Cohorts in the Call Off Contract. The number of Monthly Service Fee payments is set out in Table 1.

Table 1- Number of Monthly Service Fee Payments	
Qualification	Number of Monthly Service Fee Payments
NPQ for Leading Teacher Development	19
NPQ for Leading Teaching	19
NPQ for Leading Behaviour and Culture	19
NPQ for Senior Leadership	25
NPQ for Headship	31
NPQ for Executive Leadership	25

- 2.3.3 The Service Fee is calculated as follows for each qualification:
- Price Per Teacher for each NPQ \* 40% = Service Fee per Teacher for each NPQ
  - Service Fee Per Teacher for each NPQ \* Teacher Recruitment Target = Total Service Fee Sum
  - Total Service Fee Sum/ Minimum Number of Months Required to Deliver, Assess, Moderate and Award a Mark for the Qualification over Applicable Number of Cohorts = Monthly Service Fee

### Output Based Performance Payments

#### Price Per Teacher for NPQs

- 2.3.4 Output Based Performance Payments represent the remaining 60% of the Price Per Teacher for each NPQ. The Output Based Performance Payments will be made when a Teacher starts the programme, at retention points (as set out in Annex 1 of Schedule 2: Part 1 – Payment Process of the Call Off Contract) throughout the programme for all Teachers who remain enrolled and once they have been assessed, moderated and awarded a mark. Of the total Price Per Teacher per NPQ, the Contractor will claim percentage values for each output payment as set out in Annex 1 of Schedule 2: Part 1 - Payment Process of the Call Off Contract).

### Additional Case Study Development

- 2.3.5 The Department will make Output Based Performance Payments for each additional case study that is developed at the Framework Agreement Prices set out in Table 3 of Annex 1 to this Schedule. The Charges for the additional case studies will be paid when the case studies have been developed and approved by the Department.

### **Price Per Teacher for NPQH Additional Support Offer for New Head Teachers**

- 2.3.6 The Department will make Output Based Performance Payments in equal instalments of £200 per output achieved. These will be paid at quarterly fixed points as demonstrated in Table 2 below. The quarterly fixed points will be determined by the length of the NPQH Additional Support Offer for New Head Teachers offered by the Contractor, which shall be for a minimum of one academic year. The Output Based Performance Payments will be paid when outputs are achieved and verified by the Department as being completed. The Output Based Performance Payments will be made after a Teacher has commenced the NPQH Additional Support Offer for New Head Teachers, at retention points for all Teachers who remain enrolled and on completion as set out in Annex 1 of Schedule 2: Part 1 – Payment Process of the Call Off Contract.

<b>Table 2- Example Payment Schedule for NPQH Additional Support Offer For New Head Teachers Over One Academic Year Commencing from September</b>	
	<b>Month of Payment</b>
Output 1 – Teacher Starts NPQH Additional Support Offer for New Head Teachers	November (Month 3)
Output 2 – Retention Point	February (Month 6)
Output 3 – Retention Point	May (Month 9)
Output 4 – Teacher Completes NPQH Additional Support Offer for New Head Teachers	August (Month 12)

### **User Digital Platform**

- 2.3.7 In the event the Department requires the Contractor to develop a User Digital Platform, the unit price for the User Digital Platform in Annex 2 will form the basis of the Charges. The Contractor will be paid according to the actual costs incurred in developing the User Digital Platform. Claims for related payments shall be supported by Open Book information.
- 2.3.8 The payment for the ongoing hosting and maintenance of the User Digital Platform which has been developed will be paid for under the Framework Agreement Prices, which will be varied in accordance with the costs incurred via a Variation.

## **3. Charges to Teachers and Schools**

- 3.1 Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on Teachers or Schools in respect of the Services delivered under Part A Services.

## **4. Discounts and Rebates on Cross-Subsidising Contracts**

- 4.1 The Contractor shall be obliged to make known to the Department their appointment as a Contractor for the Department's HPITT or ECF Services or interdependent service provisions. The Contractor shall make known the efficiencies that will be generated from their position across all contracts which the Department has with the Contractor. The Contractor shall be obliged to provide Management Information that includes, but is not limited to, resource deployment and information technology usage along with a costed proposal on the discount it shall provide to the Department for the Department's subsequent approval. Any discounts that the Contractor identifies throughout the duration of the Framework Agreement will be applied to the Framework Agreement Prices in Annex 1 of this Schedule via a Contract Change Notice.

## **5. Costing Management Information and Open Book Contract Management**

- 5.1 The Contractor shall submit with each Quotation a Pricing Schedule to support their Quoted Prices.
- 5.2 The Pricing Schedule shall be in the form prescribed by the Department and proportionate to the scope of the Order.

- 5.3 For Quotations relating to the Annual Cohort Award, the Pricing Schedule shall include a Cost Breakdown Structure and Staff Resourcing template for the duration of the respective Cohorts. The Cost Breakdown Structure will be itemised and provide a time series across the delivery period.
- 5.4 The Contractor shall provide, during the duration of each Call Off Contract, two updates to the Pricing Schedule that compares the forecast included in their Quotation to the actual costs incurred at 12 and 24 months after the commencement of the Order.
- 5.5 The Contractor will also supply a monthly profile of deployed Full Time Equivalent (FTE) employees for the Cohort duration, which is updated for actual costs incurred every month and submitted to the Department. The Department reserves the right to request detailed information to support any actual cost incurred information as supplied by the Contractor.

## **6. Service Credits**

- 6.1 If a Contractor fails to meet any one Service Level by the dates set out in Table 1 of Schedule 2 Part 2 of the Call Off Contract for two consecutive Reporting Periods and the Contractor does not address and resolve the Service Level failure within the time agreed between the Contractor and the Department, the Department will apply a Service Credit.
- 6.2 The accrual of Service Credits will entitle the Department to a reduction in the Charges of the individual Call Off Contract. The Service Credits will be calculated against the total value of the Call Off Contract, up to a maximum of 5% of the total value of the Call Off Contract that the Service Credits are being applied to.

## **7. Benchmarking**

- 7.1 Throughout the term of the Framework Agreement the Department will undertake performance, process and price benchmarking at a Framework Agreement level using the information provided by the Contractors to be included in the Framework Agreement and as part of each Call Off Contract. The Contractor is required to support the Department with this work by responding to requests for additional Management Information or pricing information, validated cost breakdowns, and additional context in regard to cost drivers and milestones. Contractors will be expected to act openly and in good faith with all requests. Contractors may, at the Department's discretion, also be required to participate in collaborative and open benchmarking exercises with other Contractors Party to the Framework Agreement.

## **SCHEDULE 7 – PRICING AND PERFORMANCE**

### **PART 1B – PRICING FOR SCHOOL CALL OFFS**

#### **1. Charges**

- 1.1 For each Order the School will pay the Contractor Charges that have been calculated in accordance with this Schedule and are based on the Framework Agreement Prices set out in Annex 1 of this Schedule.
- 1.2 The Contractor shall ensure that any prices submitted in accordance with the Quotation Procedure are the same price or lower than the Framework Agreement Prices in Annex 1 of this Schedule.
- 1.3 The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the School, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 1.4 Indexation shall not apply to the Framework Agreement Prices or any Order.
- 1.5 The provisions of this Schedule shall apply to all School Ordered Services under the Framework Agreement.
- 1.6 The Framework Agreement Prices are exclusive of VAT.

#### **2. Payment of Charges**

##### **Price Per Teacher**

- 2.1 The Framework Agreement Prices in Annex 1 of this Schedule are composed of a Price Per Teacher for each NPQ or NPQH Additional Support Offer for New Head Teachers. Per Teacher Pricing will be used to determine the Call Off Contract Value as demonstrated in 2.2.

##### **Call Off Contract Value**

- 2.2 To calculate the Call Off Contract Value, the relevant Price Per Teacher for each NPQ or NPQH Additional Support Offer for New Head Teachers will be multiplied by the agreed number of teachers undertaking the respective NPQ or NPQH Additional Support Offer for New Head Teachers. The aforementioned totals will then be added together to determine the Call Off Contract Value.

##### **Payment Method options**

- 2.3 Schools have two Payment Method options for the payment of Contractors for the provision of the Services as set out below. The School shall specify which Payment Method option applies in the Order. The conditions for each Payment Method are set out in detail in Schedule 2 of the Schools Call Off Contract.

##### **2.3.1 Payment Method 1:**

Schools pay the Call Off Contract Value no later than 1 week prior to the Cohort Commencement Date. If the School chooses this Payment Method the Contractor should offer a discount on the Framework Agreement Prices when submitting their Quotation.

##### **2.3.2 Payment Method 2:**

Schools pay 40% of the Price Per Teacher prior to the Cohort Commencement Date. The remaining 60% of the Price Per Teacher is split into Milestone payments as specified for each programme in Schedule 2: Part 1 of the Schools Call Off Contract.

#### **3. Charges to Teachers**

- 3.1 Neither the Contractor nor its Agents or Sub-Contractors shall levy any charge on Teachers in respect of the Services delivered under Part B Services.

## Annex 1 to Schedule 7

**Table 1 – Set Up Costs**

The total value of the Set Up Order is set out below:

<b>Milestone</b>	<b>Indicative Milestone Payment</b>
Milestone 1: Contractor Delivery Call Off Plan agreed	██████████
Milestone 2: Delivery Partners in place	██████████
Milestone 3: Agreed Phase 1 sample content for year one curriculum and a case study, submitted for quality review and agreed by the Department	██████████
Milestone 4: Design and hosting of a Landing Page completed and content and agreed	██████████
Milestone 5: Agreed Phase 2 sample content for year two curriculum and case studies submitted for quality review and agreed by the Department	██████████
Milestone 6: All content for year one curriculum and 18 assessment case studies for the Specialist NPQs completed and submitted to the Department	██████████
Milestone 7: All content for year two curriculum and 18 assessment case studies for Leadership NPQs completed and submitted to the Department	██████████
<b>Total Value of Set Up Costs</b>	██████████

**Total Value of Set Up Costs must not exceed £270,000.00.**



**Table 2 – Framework Agreement Prices – Price Per Teacher**

The Price Per Teacher for each NPQ or NPQH Additional Support Offer for New Head Teachers that apply to each Order under this Framework Agreement, unless changed in accordance with the Quotation Procedure in this Framework Agreement, are as set out below.

Reference	Price Per Teacher (PPP)
NPQ for Leading Teaching	
NPQ for Leading Behaviour and Culture	
NPQ for Leading Teacher Development	
NPQ for Senior Leadership	
NPQ for Headship	
NPQ for Executive Leadership	
NPQH Additional Support Offer for New Head Teachers	

**Table 3 – Framework Agreement Prices - Summative Assessment Case Study Development**

Reference	Price Per Case Study
NPQ for Leading Teaching	
NPQ for Leading Behaviour and Culture	
NPQ for Leading Teacher Development	
NPQ for Senior Leadership	
NPQ for Headship	
NPQ for Executive Leadership	

**Table 4 – User Digital Platform –**

Reference	Unit Price
User Digital Platform	

## SCHEDULE 7 – PRICING AND PERFORMANCE

### PART 2 – PERFORMANCE

#### 1. General

- 1.1 The Department and any Schools will monitor the Contractor's performance for each Call Off Contract as set out in Schedule 2: Part 2 (Performance) of the Call Off Contract.
- 1.2 In addition to the individual Call Off Contract performance monitoring, the Department will also undertake the performance monitoring at a Framework Agreement level as set out in this schedule. This includes the Contractor's performance achieved during School Call Offs.

#### Set Up Milestones

- 1.3 Contractor's that are awarded Set Up Call Off Contracts are required to achieve the Milestones set out in Table A below:

Table A Milestones for Set Up	
Milestone	Deadline for Milestone to be achieved
Milestone 1: Provider Delivery Call Off Plan agreed	26 May 2021 (submission to Department by 04 May 2021)
Milestone 2: Delivery Partners in place	23 June 2021
Milestone 3: Agreed Phase 1 sample content for year one curriculum and a case study, submitted for quality review and agreed by the Department	Content submitted by 25 June 2021 Approved by Department by 20 August 2021 (linked to payment)
Milestone 4: Design and hosting of a Landing Page completed and content agreed by the Department	30 August 2021
Milestone 5: Agreed Phase 2 sample content for year two curriculum and case studies submitted for quality review and agreed by the Department	Content submitted by 01 November 2021 Approved by Department by 07 January 2022 (linked to payment)
Milestone 6: All content for year one curriculum and 18 assessment case studies for the Specialist NPQs completed and submitted to the Department	25 February 2022
Milestone 7: All content for year two curriculum and 18 assessment case studies for Leadership NPQs completed and submitted to the Department.	25 February 2022



- 1.4 At each Milestone deadline specified in Table A above, the Department will assess if the Contractor has achieved the Milestone. If the Contractor has not achieved the Milestone, the Department reserves the right to apply any of the following under the Framework Agreement:

- 1.4.1 not award any further Call Off Contracts to the Contractor;
- 1.4.2 class the failure to meet the Milestone as a material default under the Framework Agreement;
- 1.4.3 suspend the Contractor from the Framework Agreement;
- 1.4.4 recover any Set Up Fees already paid to the Contractor.

## 2. Recruitment Targets

- 1.5 The Contractor is required to achieve the minimum Recruitment Targets set out in each Order.
- 1.6 If the Contractor fails to meet the Recruitment Targets for the start of any Cohort, the Department may at its absolute discretion:
- 1.6.1 reduce the Contractor's Recruitment Targets for future Call Offs as set out in Schedule 4;
  - 1.6.2 suspend the Contractor from the Framework Agreement in accordance with clause 7.11.1; or;
  - if the failure is a recurrent or substantial and significant failure;
  - 1.6.3 terminate the Framework Agreement as per paragraph 7.4 of this Framework Agreement.

## 3. Key Performance Indicators (KPIs)

- 3.1 The KPIs in Table 4 set out the measures the Department will use to monitor the Contractor's performance. The KPIs will be applied to each Call Off Contract, with the Cohort specific targets and milestones included in the Call Off Contract in Part 2 of Schedule 2.
- 3.2 The Department and Schools reserve the right to tailor, amend or add additional KPIs to those stated in Table 4 for Call Off Contracts to ensure they reflect the needs and requirements of the specific Cohort.

Table 4 – Key Performance Indicators				
Ref	Type	Measure	Monitoring Method	Target and Milestone
1	Recruitment	The number of Teachers recruited for each of the Cohort Commencement Dates included in the Call Off Contracts.	Monthly monitoring during the Call Off Contract.	100% of the target achieved at the start of each Cohort.
2	NPQ Assessment Quality*	Accuracy level of Summative Assessments undertaken by Teachers completing NPQs, within the Call Off Contract Cohort Windows.	Annually, linked to the completion of assessments To be verified by a national moderation function which will sample 10% of Summative Assessments.	95% accuracy level for all Summative Assessments undertaken by Teachers completing NPQs, within the Call Off Contract Cohort Windows.
3	Retention**	Number of Teachers	Monthly	At least 95% of Teachers

		who commence NPQ and NPQH Additional Support Offer for New Head Teachers during the Call Off Contract, remain engaged until the end of the programme.	monitoring during the Call Off Contract.	who commence an NPQ during the Call Off Contract, remain engaged until the end of the programme.
4	Satisfaction	The numbers of Teachers who commence NPQ or NPQH Additional Support Offer for New Head Teachers during the Call Off Contract that rate their training as good or above at the end of the programme.	Satisfaction will be measured through a DfE designed survey all providers will be required to use. To be completed by Teachers at the end of each year of the programme.	A minimum of 80% of the Teachers who commence NPQ during the Call Off Contract who rate the training good or above at the end of the programme.
<p><i>*NPQ Assessment accuracy level is the proportion of marks (pass or fail) within a sample that are unchanged following the national moderation process. Only marks changed from pass to fail or vice versa count against the accuracy level.</i></p> <p><i>** The Retention KPI will measure withdrawals for reasons within the Provider's control (i.e. those leaving due to issues with programme quality or appropriateness of the programme to their needs).</i></p>				

#### 4. Framework Agreement Service Levels

- 4.1 The Contractor shall ensure compliance with the Service Levels listed in Table 5 (Framework Service Levels).
- 4.2 The Contractor and the Department shall monitor the Contractor's performance against each of the Service Levels listed in Table 5.
- 4.3 The Contractor shall complete and return a quarterly report outlining performance against the Service Levels as part of a Management Information report and confirm whether they have achieved the required Service Levels.
- 4.4 If the Contractor fails to meet any Service Level for three (3) consecutive Reporting Periods, or on four (4) separate occasions, then it will be considered a 'Service Failure' and the Department reserves the right to apply the measure outlined in paragraph 7 (Consequence of Service Failure).

Table 5 Framework Service Levels		
Subject	Ref	Service Level
Reporting and Meetings	RM1	Submit to the Department a completed quarterly Framework Management Information report (report structure will be defined by the Department) by the following deadlines: Q1 25 <sup>th</sup> July; Q2 25 <sup>th</sup> October; Q3 25 <sup>th</sup> January; Q4 25 <sup>th</sup> April.
	RM2	Attend Framework Agreement management meetings.

	RM3	Attend any ad hoc development and operational meetings as required by the Department.
	RM4	Attend annual Framework Agreement review meetings. At least 7 working days prior to the meeting a summary report should be submitted to the Department for review that outlines progress against all key milestones set out in the contract.
	RM5	Engage with Department facilitated opportunities for strategic framework collaboration, including attending scheduled events, identifying opportunities for collaboration, and progressing actions in line with agreed timescales.
Administration / Communication	C1	Submission of Quotations within the times required by the Department and Schools.
	C2	Transfer to the Department all FOI requests as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information.
	C3	Handling and communicating with their supply chain within the times required by the Department and Schools
School Enquiries	S1	Provide details on School and Teacher enquiries in writing to the Department within three (3) Working Days from the date of receipt.
Complaints	COMPL1	The Contractor's Contract Manager must report, in writing, all complaints from Service Users about the Services orally by telephone or in person, as well as in writing, to the Department within two (2) Working Days from the date of the complaint.
	COMPL2	The Contractor's Contract Manager must provide a meaningful response to all complaints from Service Users orally by telephone or in person, as well as in writing, separately copying to the Department, within five (5) Working Days from the date of the complaint.
Finance	F1	Engage with any Framework Agreement commercial incentives by attending any scheduled meetings and progressing any resulting actions of follow-up work within the agreed timescales.
Digital	D1	Digital Service Levels are set out in Annex A of Schedule 14

## 5. Framework Performance and Annual Review

5.1 The Department will also be measuring, on an annual basis (as part of the "Annual Review"), the performance of the Framework Agreement, and within that, each Contractor's contribution, including but not limited, to;

5.1.1 Savings – % savings achieved when compared to Framework Agreement Prices;

5.1.2 Targeting - % achievement against recruitment forecasts;

5.1.3 Quality assurance - % of service improvements adopted within required timescales;

5.1.4 Quality assurance – number of Quality and Performance recommendations and Quality Failure;

5.1.5 Performance – % of Service Levels achieved; and

5.1.6 Performance – number of Service Failures.

- 5.2 Where the Contractor's performance against the measures set out in paragraph 5.1 is below the average levels achieved by other Contractor's across all measures, the Department reserves the right to consider this as a 'Service Failure'.

## **6. Management Information (MI) Requirements**

- 6.1 The Department intends to design, build, host, and manage a central digital platform that Contractors can use to present online course content for Teachers and collate Management Information from Contractors. For contingency purposes only the Department will require the Provider to collect Teacher and School data using a spreadsheet developed by the Department. (please refer to the Management Information and digital requirements as set out in the Specification for more detail).
- 6.2 The Contractor shall supply Management Information and Data relevant to the Framework Agreement, using formats and to timescales as detailed in the Specification or as are otherwise notified to the Contractor by the Department.
- 6.3 The Department shall be entitled to amend the reporting frequency and format in respect of any or all Management Information or waive the requirement for any aspect of the Management Information to be reported upon by giving the Contractor not less than one (1) Months' notice in writing.
- 6.4 In addition to the Management Information requirements, the Contractor responds to ad-hoc Requests for Information relating to the Services from the Department

## **7. Consequence of Service Failure**

- 7.1 Without prejudice to any other rights or remedies arising under this Contract, if the Contractor incurs a Service Failure in any Relevant Period, the Contractor acknowledges and agrees that the Department shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:
- 7.1.1 The Department shall be entitled to require the Contractor, and the Contractor agrees to prepare and provide to the Department, a plan for improvement (an "Improvement Plan") within ten (10) Working Days of a written request by the Department for such Improvement Plan. Such Improvement Plan shall be subject to the Department's prior approval and the Contractor will be required to implement any approved Improvement Plan, as soon as reasonably practicable;
  - 7.1.2 The Department shall be entitled to require the Contractor, and the Contractor agrees to attend, within a reasonable time one (1) or more meetings at the request of the Department in order to resolve the issues raised by the Department in its notice to the Contractor requesting such meetings;
  - 7.1.3 The Department shall be entitled to serve a notice of improvement ("Improvement Notice") on the Contractor and the Contractor shall implement such requirements for improvement as set out in the Improvement Notice;
  - 7.1.4 The Department shall be entitled to issue interim performance measures and/or milestones in order to monitor the Contractors implementation of any Improvement Plan or Improvement Notice;
- 7.2 In the event that the Department has, in its absolute and sole discretion, invoked one or more of the remedies set in paragraph 7.1 above the Department may suspend the Contractor from the Framework Agreement pending the Department being satisfied that the Contractor has;
- 7.2.1 implemented the requirements for improvement set out in the Improvement Notice; and/or
  - 7.2.2 implemented an Improvement Plan approved by the Department; and/or
  - 7.2.3 met the interim performance measures and/or milestones; and/or

7.2.4 provided sufficient assurances they have addressed the causes of the Service Failure

Any Contractor that is subject to a suspension will not be eligible to be awarded Call Off Orders by the Department or a School until the suspension is lifted.

7.3 Whether or not the Department has exercised its rights under pursuant to paragraph 7.2 in the event that the Department has, in its absolute and sole discretion invoked one or more of the remedies set out in paragraph 7.1 above and the Contractor either;

7.3.1 fails to implement such requirements for improvement as set out in the Improvement Notice; and/or

7.3.2 fails to implement an Improvement Plan approved by the Department; and/or

7.3.3 fails to meet the interim performance measures and/or milestones,

then (without prejudice to any other rights and remedies of termination provided for in this Contract), the Department shall be entitled to terminate this Contract and with immediate effect by notice in writing in accordance with clause 7.4.

## SCHEDULE 8 – FINANCIAL DISTRESS

### 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

- “Guarantee Criteria”** In respect of the latest statutory accounts shall demonstrate that the Contractor or Guarantor has:
- a current ratio (being current assets divided by current liabilities) of one or more; and
  - an acid test ratio (being current assets less stock divided by current liabilities) of one or more; and
  - a tangible net worth (being total assets less total intangible fixed assets less total liabilities) of more than zero.

### 2 FINANCIAL STANDING

2.1 If during the Contract Period the Contractor does not meet any of the Guarantee Criteria, at the Departments discretion, the Contractor shall procure that:

- (a) an Affiliate of the Contractor which at the relevant time and thereafter meets all the Guarantee Criteria shall become a Guarantor and shall provide a Guarantee in the form set out in Schedule 9 (Guarantee): or
- (b) in the event that a Group Company is not able to meet the Guarantee Criteria the Contractor shall provide suitable alternative security in the form of:
  - (i) an Association of British Insurers (ABI) Model Form of Guarantee Bond or equivalent bond to the Department to a value of £2,000,000 (Two Million Pounds); or
  - (ii) an alternative guarantee, the provision of funds or reserves by a third party under guarantee, cash, deposit or escrow account as the Department may approve (such approval not to be unreasonably withheld or delayed).

2.2 The Contractor shall:

- (a) regularly monitor compliance with the Guarantee Criteria and provide confirmation and evidence at each Annual Cohort Award that the Guarantee Criteria are met; and
- (b) promptly notify the Department in writing following the occurrence of a Financial Distress Event or key Sub-Contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a key Sub-Contractor Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Contractor first becomes aware of the Financial Distress Event, the key Sub-Contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a key Sub-Contractor Financial Distress Event).

### 3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

- (a) the Contractor not meeting the Guarantee Criteria or providing a Guarantor that meets the Guarantee Criteria, or providing alternative security as set out in paragraph 2.1(b);
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor, or the Guarantor or any key Sub-Contractor;
- (c) the Contractor, the Guarantor or any key Sub-Contractor committing a material breach of covenant to its lenders;
- (d) a key Sub-Contractor notifying the Department that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine Dispute;  
or

(e) any of the following:

- (i) commencement of any litigation against the Contractor, the Guarantor or any key Sub-Contractor with respect to financial indebtedness greater than £5,000,000 million (Five Million Pounds) or obligations under a service contract with a total contract value greater than £5,000,000 million (Five Million Pounds) and which is reasonably likely to be adversely determined;
- (ii) non-payment by the Contractor, the Guarantor or any key Sub-Contractor of any material financial indebtedness;
- (iii) any material financial indebtedness of the Contractor, the Guarantor or any key Sub-Contractor becoming due as a result of an event of default; or
- (iv) the cancellation or suspension of any material financial indebtedness in respect of the Contractor, the Guarantor or any key Sub-Contractor,  
in each case which the Department reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement;

then, immediately upon notification of the Financial Distress Event (or if the Department becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Contractor), the Contractor shall have the obligations and the Department shall have the rights and remedies as set out in paragraphs 3.2 to 3.3.

3.2 The Contractor shall (and shall procure that the Guarantor and/or any relevant key Sub-Contractor shall):

- (a) at the request of the Department, meet the Department as soon as reasonably practicable (and in any event within 3 (three) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Department may permit and notify to the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and
- (b) where the Department reasonably believes (taking into account the discussions and any representations made under paragraph 3.3) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
  - (i) submit to the Department a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 (ten) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Department may permit and notify to the Contractor in writing); and
  - (ii) provide such financial information relating to the Contractor or the Guarantor as the Department may reasonably require. The Department reserves the right to not award a Call Off to the Contractor if a Financial Distress Event occurs, until the point at which it is confirmed that the relevant Financial Distress Event no longer exists.

3.3 The Contractor shall:

- (a) on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Agreement;
- (b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 3.3(a), submit an updated Financial Distress Service Continuity Plan to the Department; and
- (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.4 The Department reserves the right to not award a Call Off to the Contractor if a Financial Distress Event occurs, until the point at which it is confirmed that the relevant Financial Distress Event no longer exists.

- 3.5 Where the Contractor reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Department and the Parties may agree that the Contractor shall be relieved of its obligations under paragraph 3.3.

#### **4 TERMINATION RIGHTS**

The Department shall notify the Contractor in writing of its intention to terminate this Framework Agreement under clause 7.4, following a period of 30 days to allow the Contractor an opportunity to remedy the default to the Departments satisfaction and at no cost to the Department, if:

- (a) the Contractor fails to notify the Department of a Financial Distress Event in accordance with paragraph 2.2(b);
- (b) the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.3(c).



## **SCHEDULE 9 – PARENT COMPANY GUARANTEE**

Not used.

## **SCHEDULE 10: FINANCIAL REPORTS AND AUDIT RIGHTS**

### **PART A - Financial Transparency Objectives and Open Book Data**

#### **1 FINANCIAL TRANSPARENCY OBJECTIVES**

- 1.1 The Contractor shall co-operate with the Department in order to achieve the following objectives:

##### **Understanding the Charges**

- (a) for the Department to understand any payment sought from it by the Contractor including an analysis of the Costs, and time spent by Contractor Personnel in providing the Services;
- (b) for the Department to be able to understand the impact of any proposed Change on the Charges;

##### **Agreeing the impact of Change**

- (c) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Contractors Charges;
- (d) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

##### **Continuous improvement**

- (e) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (f) to enable the Department to demonstrate that it is achieving value for money for the taxpayer relative to current market prices.

#### **2 OPEN BOOK DATA**

- 2.1 The Contractor shall keep or cause to be kept full and proper books of account in relation to the provision of the Services and the entries made therein shall be kept up-to-date at all times and shall include all such matters and things which are usually entered in books of account in the United Kingdom kept by persons or companies engaged in concerns of a similar nature in accordance with best accountancy practices.
- 2.2 Such books of account, invoices, charge out rates, time sheets, or other time recording documents kept by the Contractor in connection with the provision of the Services and all vouchers, receipts, invoices, orders, contractual documentation and other documentation relating to the Services to which the Contractor is a Party ("**Open Book Data**") shall be open to inspection by the Department or any persons appointed to act on the Department's behalf at any reasonable time having made prior appointment with the Contractor. The Department shall be entitled to ask for a copy of the Open Book Data or any part thereof which (subject to the prior payment of the Contractor's reasonable copying and administrative charges) the Contractor shall provide within 10 Workings Days of the Department's written request.
- 2.3 If the Department reasonably considers the Open Book Data does not accurately represent and detail sums relating to this Agreement, and the Services then the Contractor shall provide the Department with documentary evidence relating to such sums and contractual obligations.
- 2.4 During the Term, and for a period of 7 years following the end of the Term, the Contractor shall:
- (a) maintain and retain the Open Book Data; and
  - (b) disclose and allow the Department and/or the auditor (whether internal or external) of the Department access to the Open Book Data.

## **PART B - Audit Rights**

### **1 AUDIT RIGHTS**

- 1.1 The Contractor shall co-operate fully and in a timely manner with any reasonable request from time to time of the Department or any Audit Agents and at the expense of the Contractor to provide documents, or to procure the provision of documents, relating to this Agreement, and to provide, or to procure the provision of, any oral or written explanation relating to the same.
- 1.2 The Contractor shall instruct its external auditor to provide reasonable co-operation with the Audit Agents for the purposes of verifying financial information.
- 1.3 The Department shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Department deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

## **SCHEDULE 11 – DEPARTMENT CALL OFF PROFORMAS**

### **1. Introduction**

- 1.1 Unless otherwise agreed with the Department, the Parties use the templates and documents included in this Schedule when following the Ordering Procedures set out in Schedule 4.
- 1.2 The Contractor may be required to submit additional documents. Any such requirements will be set out in the invitation to quote sent to the Contractor.

### **2. INVITATION TO QUOTE TEMPLATE (ANNEX A)**

- 2.1 The Department completes Part A of the template and sends it to the Contractor(s).
- 2.2 The Contractor(s) completes Part B or C of the template and sends it to the Department.

### **3. CALL OFF ORDER TEMPLATE (ANNEX B)**

- 3.1 The Department completes this document and sends it to the Contractor(s) with the Invitation to Quote.

### **4. DELIVERY PLAN TEMPLATE (ANNEX C)**

- 4.1 The Contractor completes the Delivery Plan template and sends it to the Department.

### **5. PRICING SCHEDULE (ANNEX D)**

- 5.1 The Contractor completes the Pricing Schedule template and sends it to the Department.

## **SCHEDULE 12 – SCHOOL CALL OFF PROFORMAS**

### **17. Introduction**

- 1.1 Unless otherwise agreed with the School, the Contractor use the templates and documents included in this Schedule when following the Ordering Procedures set out in Schedule 4.
- 1.2 The Contractor may be required to submit additional documents. Any such requirements will be set out in the invitation to quote sent to the Contractor.

### **18. SCHOOL INVITATION TO QUOTE TEMPLATE (ANNEX A)**

- 2.1 The School completes Part A of the template and sends it to the Contractor(s).
- 2.2 The Contractor(s) completes Part B or C of the template and sends it to the School.

### **19. SCHOOL CALL OFF ORDER TEMPLATE (ANNEX B)**

- 3.1 The School completes this document and sends it to the Contractor(s) with the invitation to quote.

### **20. SCHOOL DELIVERY PLAN TEMPLATE (ANNEX C)**

- 4.1 If required by the School, the Contractor completes the School Delivery Plan template and sends it to the School.

### **21. SCHOOL PRICING SCHEDULE (ANNEX D)**

- 5.1 The Contractor completes the School Pricing Schedule template and sends it to the Department.

## SCHEDULE 13 – ACCESS BY OTHERS

### 1. ACCESS CRITERIA

- 1.1 Organisations that meet with the criteria listed in Table 1 below are entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4).
- 1.2 The Department has the right to the criteria included in Table 1 to reflect changes such as the introduction of newly defined or newly created educational establishments or to withdraw access for international schools overseas.

<b>Table 1 Type of Establishment</b>
Academy 16 to 19 sponsor led
Academy 16-19 converter
Academy alternative provision converter
Academy alternative provision sponsor led
Academy converter
Academy special converter
Academy special sponsor led
Academy sponsor led
City technology college
Community school
Community special school
Foundation school
Foundation special school
Free schools
Free schools 16 to 19
Free schools alternative provision
Free schools special
Local authority nursery school
Non-maintained special school
Pupil referral unit
Studio schools
University technical college
Voluntary aided school
Voluntary controlled school
British schools overseas
Higher education institutions
Independent schools
Welsh establishment
Miscellaneous
Offshore schools
Secure units
Other independent school
Other independent special school

Service children's education
Sixth form centres
Special post 16 institution
Further education/ Further education and sixth form colleges which receive state funding for 16-19 education from the ESFA
Institution funded by other Government Department
Other international schools*

*\*As defined by schools overseas which do not fit into other categories above*

## SCHEDULE 14 - CONTRACTOR'S DIGITAL PLATFORM

### 1. Definitions

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

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



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

For the avoidance of doubt Specially Written Software does not constitute New IPR;

## **2. Licensed software warranty**

2.1. The Contractor represents and warrants that:

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

## **3. Provision of the Digital Platform**

3.1. The Contractor shall:

- 3.1.1. ensure that the release of any new COTS Software in which the Contractor owns the IPR, or upgrade to any Software in which the Contractor owns the IPR complies with the interface requirements of the Department and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Department three (3) Months before the release of any new COTS Software or Upgrade;
- 3.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Contractor are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 3.1.3. ensure that the Contractor System will be free of all encumbrances;
- 3.1.4. ensure that the Contractor System is fully compatible with any Contractor Software, Contractor System, or otherwise used by the Contractor in connection with this Contract;
- 3.1.5. minimise any disruption to the Services and the ICT Environment and/or the Department's operations when providing the Services;
- 3.1.6. Correct any Defects as soon as practicable;
- 3.1.7. Non-functional requirements:
- 3.1.8. ensure that the Digital Platform is fully scalable to meet current and future needs, without having any negative impact upon the performance (and user experience) of the solution;
- 3.1.9. have an understanding of non-functional requirements and build them into the Digital Platform i.e. volumetrics, usability, security, accessibility, interoperability, reliability, maintainability, availability, scalability, portability and compatibility;
- 3.1.10. makes use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

Accessibility:

- 3.1.11. ensure its Digital Platform meets industry standards for accessibility and is compliant with WCAG V2.1 to 'AA' Standard <https://www.w3.org/TR/WCAG21/> and ISO 9241-171:2008 (Ergonomics of human-system Interface);
- 3.1.12. ensure that the Digital Platform is compatible with the following 'Assistive Technologies': JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova or equivalent.

## Hosting

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

## 4. Audit

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

## 5. Maintenance of the ICT Environment

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

## 6. Malicious Software

- 6.1.1. The Contractor shall, throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 6.1.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.
- 6.1.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 6.1.2 shall be borne by the Parties as follows:
  - 6.1.3.1. by the Contractor, where the Malicious Software originates from the Contractor Software, the third party Software supplied by the Contractor or the Government Data (whilst the Government Data was under the control of the Contractor) unless the Contractor can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Department when provided to the Contractor; and
  - 6.1.3.2. by the Department, if the Malicious Software originates from the Department Software or the Department Data (whilst the Department Data was under the control of the Department).

## 7. Service Management Software & Standards

7.1. The Contractor complies with relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

- a) ITIL v3 2011;
- b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
- c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
- d) ISO 10007 "Quality management systems – Guidelines for configuration management"; and
- e) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans.

## ANNEX TO SCHEDULE 14 - SERVICE LEVELS

### 1. DEFINITIONS

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

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

### 2. SERVICE LEVELS

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

2.1.1. is likely to or fails to meet any Service Level Performance Measure; or

2.1.2. is likely to cause or causes a Critical Service Level Failure to occur,

the Contractor shall immediately notify the Department in writing and the Department, in its absolute discretion and without limiting any other of its rights, may:

2.1.3. require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Department and to rectify or prevent a Service Level Failure from taking place or recurring; or

2.1.4. apply the measures outlined in paragraph 7 of Part 2 of Schedule 7 (Consequence of Service Failure).

### 3. PLANNED MAINTENANCE

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

### 4. Failure to meet the Service Levels

4.1. The Contractor shall at all times meet the Service Level Performance Measure for each Service Level.

4.2. The Contractor acknowledges that any Service Level Failure shall entitle the Department to the rights set out in paragraph 2 of this Annex to Schedule 14.

4.3. The Contractor shall send MI Reports to the Department detailing the level of compliance which was achieved against each Service Level Performance Criteria in accordance with the provisions of Part 2 of Schedule 7.

Table A - Service Levels			
Service Level Performance Criteria	Service Level Reference	Description	Required Compliance (%) (Service Level Performance Measure)

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