

Dated: 30 / 07 / 2019

Contract No STA 0230/XX

(1) **Secretary of State for Education**

- and -

(2) **REDACTED**

**AGREEMENT FOR STANDARDS AND TESTING AGENCY BRAILLE
QUALITY ASSURANCE GROUP (August 2019 – July 2021)**

THIS AGREEMENT IS MADE BETWEEN:

- (1) The Standards and Testing Agency (“**STA**”), acting on behalf of the Secretary of State for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

And

- (2) REDACTED

1. DURATION

This Agreement shall commence on **01 August 2019** and shall expire on **31 July 2021** subject only to earlier termination in accordance with the terms of this Agreement.

2. SERVICES

2.1 The member’s consultancy for the Test Development Team, Braille Quality Assurance Group.

The Braille quality assurance group (BQAG) will provide independent expertise to the various proofing stages of test development.

The extent of the services will be provided in advance to the selected members via a call-off order form, an example of which is provided in the Annex to this agreement.

2.2 Quality

You will be expected to:

- Contribute fully and positively to the whole process and bring to bear your full breadth of knowledge and understanding as a Braille quality assurance expert.
- Prepare for, and attend all applicable Braille QA sessions in person, and take a full and active part in the process.
- Provide feedback on the materials in the agreed format and within the agreed timeframe.

2.3 Quality Assessment

A quality assessment will be carried out upon completion of each allocated piece of work. Members who pass the quality assessment will be eligible for later allocation according to the process outlined in section 8. Those who do not pass the quality assessment will no longer be eligible for later allocations.

2.4 Venues

Most activities related to this will take place at the following STA offices.

Department for Education

Cheylesmore House
5 Quinten Road
Coventry
CV1 2WT

Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

3. RENUMERATION

A flat daily rate of £REDACTED plus travel, subsistence and reasonable expenses, in line with government regulation will be paid.

Individuals will be taxed at source.

Limited companies will not be taxed at source.

VAT is not applicable.

Payment of the fees due will be made on a rolling basis. On completion of any work, an invoice should be submitted for fees and expenses, all original receipts and / or tickets must be attached to the invoice, for audit purposes.

4. PAYMENT TERMS

Payment of the fees will be made within 30 days upon receipt of an invoice.

Individuals will need to claim via the STA fees and payments system.

Limited companies will claim using purchase orders.

5. EXPENSES

- 5.1** The member shall be entitled to be reimbursed by the Department for expenses. Expenses will be limited to the rates stipulated below and in the supporting documentation. Expenses will only be paid if supported by a valid receipt.
- 5.2** For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.
- 5.3** All travel and accommodation in pursuance of the work covered in this contract will be booked independently by the member whilst adhering to the Department's travel policy as stated in 5.4 to 5.4.2.
- 5.4** Travel and accommodation costs will only be payable as actual costs incurred, subject to the Departmental rates shown below:

5.4.1 All BQAG members should use economy class air tickets, or an alternative which costs the same or less, with a few exceptions. With prior agreement, members with disability or health reasons who are unable to secure suitable facilities in economy class, may travel business class. Members who manage to purchase a cheaper business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).

5.4.2 Such reasonable travelling and hotel expenses shall be limited as follows and no other out of pocket expenses will be allowable.

Hotel accommodation, bed and breakfast: the Department to reimburse the Contractor's actual expenditure which shall not exceed the Department's rates of REDACTED;

Rail travel: the Department to reimburse the Contractor's actual expenditure which shall be restricted to standard class;

Car mileage: the Department to reimburse the Contractor at the Department's "Public Transport Rate" (PTR) of 25 pence per mile;

Taxis: the Department to reimburse the Contractor's actual costs only where their use can be justified against public transport.

6. CONFLICT OF INTEREST

The members of the BQAG must be independent of any involvement with the item development of the national curriculum tests for English reading, Phonics, English grammar, punctuation and spelling, mathematics or science, or for the Reception Baseline test.

Subject to the terms of this Agreement, the member is free to perform services for any other person, firm, company or organisation, provided that the performance of such services does not or is not likely to result in a conflict of interest between the performance of the Services, and the performance of services for the other party or parties. The member must notify STA immediately if it becomes aware of any potential conflict of interest under this clause.

7. CONFIDENTIALITY

- 7.1 Test materials viewed in the course of development are confidential and should be treated as such by anyone who is invited to examine them. For the purpose of this Agreement, all Test Materials should be treated as Confidential Information. The Contractor or any individual with access to Test Materials should not therefore disclose or discuss such information, either verbally or in writing, between themselves or to any other party or person without the prior written consent of STA.
- 7.2 All reasonable efforts must be made to protect confidential information in compliance with the Confidentiality clauses contained within this section, the Data Protection Act and the Freedom of Information Act. By signing this contract, the member agrees to abide by all confidentiality requirements set out within this contract.
- 7.3 Anyone dealing with test materials must, at all times, ensure their confidentiality. The contents of any test, mark scheme or related materials must not be discussed with any person unless expressly authorised by STA.
- 7.4 Materials may not be copied and a written record of their content must not be made without the express agreement of STA.
- 7.5 Materials being viewed must not be left visible or unattended at any time. Whilst not in use, materials must be securely locked away. Proofers working at STA premises should contact the STA member of staff specified by STA if the proofer requires assistance during proofing to ensure that confidential test material is never left visible or unattended.
- 7.6 Materials must not be transmitted electronically, unless through systems authorised by DfE such as via Egress, a secure portal or encrypted memory stick. Email and text etc are not permitted means of communication when dealing with test materials.
- 7.7 If any material is, at any time, lost, stolen, or viewed by an unauthorised party, STA must be contacted immediately. As directed by STA, all materials should be returned after use. Should anyone involved in test development have reason to believe that confidentiality has been breached they must immediately report their suspicions to their STA contact.

The member will comply with the Data Protection Act and co-operate and aid STA so as to enable STA to meet its obligations under Freedom of Information Act.

8. ALLOCATION OF WORK

- 8.1 Work will be awarded on first come first served basis subject to availability of proofing experts. We will write to all successful proofers on the Braille Quality Assurance Framework 2019-2021 the first time we require proofers for each proofing category and award the work to those experts who express an interest first. The next time we require these services, we shall write to the proofers again but remove those who were awarded work the first time around from the circulation. Subsequent work will continue to be allocated using this method (i.e. those already allocated work will be excluded) until all proofers on the framework have been allocated one piece of work. Once all proofers have been allocated work, the cycle will repeat. Allocating work in this way is designed to ensure fairness and mitigate the risk of work always being awarded to the same individuals.

9. INTELLECTUAL PROPERTY

The ownership of and sole right to copyright and all other proprietary and intellectual property rights, materials, documents or other papers written or prepared by the member in providing the Services shall be vested in and is hereby assigned to the Crown.

10. TERMINATION

This Agreement may be terminated or suspended for any period with immediate effect upon issue of notice in writing or suspended for any period with immediate effect upon issue of notice and without further obligation of payment, except for payments already paid or due at the date of termination.

11. VARIATION

No variation to or alteration of the terms and conditions of the Agreement shall have effect unless in writing signed by the member and a duly authorised representative of STA.

12. USE OF BQAG MEMBERS' DATA

STA will hold your contact details for the duration of this contract to alert you of work opportunities related to this contract and to email you to inform you of any other up-and-coming STA procurement opportunities. Your data will not be passed to third parties.

Signed by Braille Quality Assurance Group Member:

Signature:	REDACTED
Name and Title (please print):	REDACTED
Date:	

Signed on behalf of STA:

Signature:	REDACTED
Name and Title (please print):	REDACTED
Date:	

Annex – Example Call-Off Order Form

Order Form for Standards and Testing Agency Braille Quality Assurance Group

Name:				
Unique Contract Ref.:				
Role:				
Subject:				
Key stage / Level etc:				
Dates required:	From:		To:	
Maximum No of Days				
Proofing Format:				
Location:				
STA contact person:				

In witness whereof this Call-Off Contract has been duly executed.

Signed for and on behalf of the Department for Education: REDACTED
Date:

Signed for and on behalf of the Supplier: REDACTED
Date: