

DPS Schedule 6 (Order Form Template and Order Schedules)
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Order Form

ORDER REFERENCE:	BC-26427
THE BUYER:	NHS England
BUYER ADDRESS	Wellington House, 133-155 Waterloo Rd, London SE1 8UG
THE SUPPLIER:	Business Academy Online Ltd
SUPPLIER ADDRESS:	50 Maxstoke Road, Sutton Coldfield. Birmingham, B73 5DR

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 01st August 2025
It's issued under the DPS Contract with the reference number RM6219 for the provision of **NHS - CIPS Academy training provider.**

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ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6219**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6219**
 - Joint Schedule 1 – Definitions
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **RM6219 NHS CIPS Academy**
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6219**

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

None

ORDER START DATE: 01st August 2025**ORDER EXPIRY DATE: 31st July 2027****ORDER INITIAL PERIOD: 2 years with a one-year time based, zero value extension****DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] Charges in the first 12 months of the Contract.

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See details in Order Schedule 5 (Pricing Details) The maximum value of this contract is [REDACTED].

REIMBURSABLE EXPENSES

None

PAYMENT METHOD**1.1 Payment via PO**

The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

1.2 NHSE will make payment upon receipt of uncontested invoices.

1.3 Invoices and payments will be authorised and processed by NHS Shared Business Services.

1.4 Invoices can be emailed to sbs.apinvoicing@nhs.net in PDF format or posted to the below address. Invoices can also be submitted via tradeshift.

1.5 In order to be valid for payment invoices raised by the Supplier must contain the following information as a minimum:

- Name the Supplier;
- Include the Purchase Order number;
- The Supplier's bank details
- The email address for financial correspondence;
- Contain a brief description of Service

BUYER'S INVOICE ADDRESS:

NHS ENGLAND X24 PAYABLES K005 PO BOX 312 LEEDS LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

(Best Practice and Capability)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Business Academy Online Ltd

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Business Academy Online Ltd

PROGRESS REPORT FREQUENCY

Every 3 Months

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PROGRESS MEETING FREQUENCY

Monthly to start with but then it will every 3 months

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

None

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Buyer:

[REDACTED]

Date Signed: 04/08/2025

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")	
	And	
	[insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete as applicable: CCS / Buyer]**
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete as applicable: CCS / Buyer]**

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

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Joint Schedule 7 (Financial Difficulties)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	1 the minimum credit rating level for the Monitored Company as set out in Annex 2;
"Financial Distress Event"	2 the occurrence of one or more of the following events: <ul style="list-style-type: none">) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;) Monitored Company committing a material breach of covenant to its lenders;) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or) any of the following:<ul style="list-style-type: none">) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;) non-payment by the Monitored Company of any financial indebtedness;

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) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;
"Financial Distress Service Continuity Plan"	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier [the DPS Guarantor/ [and Order Guarantor] or any Key Subcontractor]
"Rating Agencies"	6 the rating agencies listed in Annex 1.

When this Schedule applies

The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

The terms of this Schedule shall survive termination or expiry of this Contract:

under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and

under the Order Contract until the termination or expiry of the Order Contract.

What happens when your credit rating changes

The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

The Supplier shall:

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regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

What happens if there is a financial distress event

In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

The Supplier shall and shall procure that the other Monitored Companies shall:

at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and

where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:

submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

provide such financial information relating to the Monitored Company as CCS may reasonably require.

If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of

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the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

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 of each Contract and delivery of the Deliverables in accordance with each Order Contract;

where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

When CCS or the Buyer can terminate for financial distress

CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:

the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

the Supplier 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 4.6.3.

If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

What happens If your credit rating is still good

Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

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CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold 50
[DPS Guarantor/ [and Order Guarantor]	
[Key Subcontractor]	

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add] reasons]		

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Signed by [CCS/Buyer]		Date:	
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Joint Schedule 11 (Processing Data)**Definitions**

- . In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

- . The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - () “Controller” in respect of the other Party who is “Processor”;
 - () “Processor” in respect of the other Party who is “Controller”;
 - () “Joint Controller” with the other Party;
 - () “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

- . Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- . The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- . The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - () a systematic description of the envisaged Processing and the purpose of the Processing;
 - () an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - () an assessment of the risks to the rights and freedoms of Data Subjects; and
 - () the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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- . The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - () Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - () ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - () nature of the data to be protected;
 - () harm that might result from a Personal Data Breach;
 - () state of technological development; and
 - () cost of implementing any measures;
 - () ensure that :
 - () the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - () it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - () are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - () are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - () are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - () have undergone adequate training in the use, care, protection and handling of Personal Data;
 - () not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - () the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

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- () the Data Subject has enforceable rights and effective legal remedies;
 - () the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - () the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- () at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- . Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - () receives a Data Subject Access Request (or purported Data Subject Access Request);
 - () receives a request to rectify, block or erase any Personal Data;
 - () receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - () receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - () receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - () becomes aware of a Personal Data Breach.
- . The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- . Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - () the Controller with full details and copies of the complaint, communication or request;
 - () such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - () the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

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- () assistance as requested by the Controller following any Personal Data Breach; and/or
- () assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- . The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - () the Controller determines that the Processing is not occasional;
 - () the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - () the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- . The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- . The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- . Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - () notify the Controller in writing of the intended Subprocessor and Processing;
 - () obtain the written consent of the Controller;
 - () enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - () provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- . The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- . The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- . The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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Where the Parties are Joint Controllers of Personal Data

- . In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

- . With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- . Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- . Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- . The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- . The Parties shall only provide Personal Data to each other:
 - () to the extent necessary to perform their respective obligations under the Contract;
 - () in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - () where it has recorded it in Annex 1 (*Processing Personal Data*).
- . Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- . A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

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- . Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - () the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - () where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - () promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - () provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- . Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - () do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - () implement any measures necessary to restore the security of any compromised Personal Data;
 - () work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - () not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- . Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- . Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- . Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

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

- . The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- . The contact details of the Supplier's Data Protection Officer are: **TBC**
- . The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- . Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • NHS and health care staff who have been granted a place on the NHS – CIPS Academy to undertake specified learning as detailed in the contract.
Duration of the Processing	The duration of the data processing is for the life of the contract as specified in the contract, to include any extensions and will cease immediately on contract conclusion.
Nature and purposes of the Processing	<p>The nature of the Processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The Purpose of the Processing includes delivering learning and development to identified staff.</p>

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Type of Personal Data	Full name Email address Telephone number Employer organisation Staff grade Line manager name and contact information Date of birth (for Phase 3 learners only)
Categories of Data Subject	NHS staff Other health care staff
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	For those who sit the qualification examination after Phase 3 their data will be stored indefinitely to enable verification queries, for those who only complete Phase 1-3 but do not complete the assessment their data will be retained for internal audit and reference and deleted after 5 years.

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Order Schedule 5 (Pricing Details)

Training Costs				
Package	Year 1 cost (25-26 academic year) Year 2 cost (26-27 academic year) Year 3 cost (27-28 academic year) CPI + 2 used for inflation			
Diamond (Live Virtual Lessons) 25% discount	[REDACTED]			
Ruby (Distance Learning with tutor support) 15% discount				
Blended (live revision lesson plus DL) bespoke for NHS based on discounted level				
Opal E-learning only no tutor support 10 % discount				
Transitional costs: if a student needs to move to a more expensive package would be the difference in cost between the packages (please note we do not allow downgrades to a cheaper option once the level and package has been confirmed)				
Remote Exam Costs	Year 1 cost (25-26 academic year) Year 2 cost (26-27 academic year) Year 3 cost (27-28 academic year) CPI + 2 used for inflation			
Level 4	[REDACTED]			
Level 5				
Level 6				
Total Costs per student (Training & Exams)	Package	Year 1 cost (25-26 academic year)	Year 2 cost (26-27 academic year)	Year 3 cost (27-28 academic year)
Level 4	[REDACTED]			
Level 5				
Level 6				
Book Costs				
E-book cost Level 4 (8 books)	[REDACTED]			
E-book cost Level 5 (8 books)				
E-book cost Level 6 (6 books)				
Programme Administration/ Management Costs				
Management and admin fee, covering creation of marketing materials, exam booking, support, inductions, reporting and management meetings	[REDACTED]			

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Order Schedule 10 (Exit Management)**Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

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"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

The Supplier shall:

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ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

Assisting re-competition for Deliverables

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

Exit Plan

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

a detailed description of both the transfer and cessation processes, including a timetable;

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how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

proposals for the disposal of any redundant Deliverables and materials;

how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every six (6) months throughout the Contract Period; and

no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

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The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

the nature of the Termination Assistance required; and

the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

Termination Assistance Period

Throughout the Termination Assistance Period the Supplier shall:

continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

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seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

Obligations when the contract is terminated

The Supplier shall comply with all of its obligations contained in the Exit Plan.

Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

vacate any Buyer Premises;

remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

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(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

The Buyer shall:

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accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by 365 to reach a daily rate;

the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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Order Schedule 20 (Order Specification)

1. High level requirement

This contract is to appoint a provider to support the achievement of Level 4, Level 5 and Level 6 qualification in CIPS to achieve the MCIPS Level 6 qualification.

The provider must have a business model and teaching methods that cater for and support those with specific neurodiversity learning requirements. The teaching methods and offered support must go beyond a classroom and self-study format to support staff in the ultimate achievement of Level 6 MCIPS qualification.

2. Introduction

The Central Commercial Functions (CCF) role is to develop and lead the NHS commercial strategy that binds the NHS commercial community, drives collaboration across commercial teams, leverages NHS collective buying power and provides a clear, consistent guideline on how to contract with the NHS. It focusses on identifying and delivering national vehicles to support NHS providers in delivering their role. Training and development of the workforce is seen as one of the areas that will benefit from this centralised approach and forms a key component to the Our People section in the published [Strategic framework for NHS Commercial](#) (2023). The ambition is to ensure **we continue to attract the best and most diverse commercial talent to the NHS, and accredit, develop and connect this workforce.**

Funding has been received to deliver a centrally managed learning and development programme by the CCF, specifically the Capability team within it for the NHS. The **NHS Commercial Learning and Development Centre of Excellence** will draw expertise from leading sources, utilise industry best practice and will disseminate knowledge and skills to the right staff at the right time. This will support the development and increase the maturity of NHS commercial and procurement functions and offer our staff opportunities to develop in their chosen career pathway without local or regional disparity in England.

3. NHS-CIPS Academy

The NHS-CIPS Academy will be an academy under the umbrella of the Centre of Excellence and objective is deliver MCIPS accreditation to the NHS procurement and commercial workforce, increasing the numbers of staff with MCIP by approximately 30% over a three-year period. This will provide resilience and assurance for the money the NHS spends on non-pay activity across England whilst building long term and sustainable capability.

The strategy will target staff who are currently not accredited and offer different learning pathways based upon individual and organisational requirements until the funding envelope is maximised. There are over 270 separate NHS organisations located across England with procurement and commercial staff and countless other healthcare specific providers under the Department of Health and Social Care umbrella who may access the programme. There is no budget for travel and expenses and as such, virtual teaching methods are preferred unless the tenderer has an alternative, innovative solution that meets this specification of needs and offers value for money.

4. Delivery Specification

This contract covers the following learning pathways:

- Examination

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- Learning pathways to support those with learning difficulties and disabilities including but not limited to neurodiversity.

To ensure best value for money and successful outcomes of achieving MCIPS certification, each learner needs will be reviewed by the provider to ensure the pathway including the CIPS Level to accreditation they are placed on is the most advantageous and applicable.

The role of the Provider will be to work with the learner, their line manager and their employing organisation to onboard the learner onto the most applicable programme including undertaking any exemption assessment; to support the learner achieve MCIPS accreditation using a variety of training material; and to monitor and report on their progress to NHS England's Commercial Capability team.

It is recognised that some learners will already be on an MCIPS accreditation journey. The approach to these learners will be for them to complete the CIPS Level they are currently underway with and then move the learner to this Academy and centrally funded model.

The provider must:

- i. Provide appropriately qualified trainers and ensure certification protocols are followed
- ii. Support NHS enquiries about the learning pathways in the providers remit, ensuring all potential learners and line managers understand processes, policies and the expectations of their own roles.
- iii. Provide a clear and concise application process for learners.
- iv. Assess learner application forms against learning pathway criteria i.e. qualification level eligibility.
- v. Manage learners' onboarding and induction process if they meet criteria.
- vi. Notify the CCF Capability team if an application has failed to meet the criteria and cannot be onboarded and reasons why.
- vii. Issue communications to learners containing detailed onboarding information and guidance (e.g. curriculum, timeframes, and learner helpdesk support)
- viii. Manage a learner support helpdesk to provide additional required support and resolve any issues flagged by learners throughout their CIPS accreditation pathway
- ix. Deliver/facilitate learner pathways against the set curriculum, ensuring learners are provided with all necessary materials and support to study effectively and complete their assessments.
- x. Attend monthly contract management meetings with the CCF Capability team.

5. Measures of Success

Performance of the contract will be measured on a quarterly basis. Failure to deliver the measures of success will have direct consequences on the funding for the programme. Failure to deliver will result in the termination of the contract and the programme to cease.

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The overarching Academy measure of success are to qualify 554 staff in three years with MCIPS. This contract measures will form part of the wider delivery requirement. Specifically:

- i. To accredit approximately 200 learners. Please note, this number is provided for guidance purposes only and numbers may differ significantly based upon demand.
- ii. Dropout rate total to be below 10% once learning has commenced. Drop out means learners who have withdrawn from their learning pathway once learning has commenced.
- iii. Annual Learner feedback - 80% Learners agree learning has increased understanding of module content.
- iv. Response times to enquiries must be within 2 working days.
- v. Additional contract management performance measures may be agreed between NHS England and the MSP.

6. Reporting

Contract management meetings will be held monthly. This meeting will be used to:

- a. Discuss all learners who have requested changes the past month. This may include learners who are moving organisations/ leaving the programme/ changing cohorts.
- b. Be the point of escalation for issues that may include learners who are identified as risks as the result of non-attendance.

The provider must provide a quarterly report in the template provided which will include the following data as a minimum:

- a. Progress status of learners onboarded on each pathway.
- b. Upcoming numbers for onboarding onto the programme.
- c. Total number with MCIPS accreditation.
- d. Drop-out rate.
- e. Number of enquiries per month the service provider has managed.
- f. Response time to enquiries.

7. Promotional Activity

All aspects of the promotion of the MCIPS Accreditation programme must be authorised by NHS England. Promotional support material including brochures and information leaflets will be jointly agreed for content.

Branding will be NHS England Central Commercial Function.

The provider may be required to support the CCF and NHS England in promoting the Programme by attending webinars targeted at potential learners and line managers to offer information and support.

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8. Programme Administration

The service provider is expected to manage all assessment booking requirements on behalf of learners for initial assessments. The service provider will be expected to have clear policies on roles and responsibilities to ensure learners and line managers are aware of exactly what they are responsible for when joining the programme.

It is recognised learners may have a change in their circumstances after being onboarded and having commenced their learning. The planned approach for Learners leaving their current employer after commencing the programme will be:

- . If a learner is exiting the NHS, they will not be able to continue on the programme and achieve central funding. Access must cease on the day their final day of employment regardless of what stage they are in their learning.
- . If a learner moves to a different NHS employer, they can retain their place and continue to be centrally funded with no impact on their learning journey.

9. Timelines

The expected tendering timelines are listed in Document 1 Instructions of this tender pack.

Post contract award, programme mobilisation must start immediately

Launch of the NHNS – CIPS Academy has a planned launch for September 2025. For launch, all brochures, documentation & administrative processes must be fully agreed and signed off by NHS England.

end