

Annex B: GLOSSARY

Table 23: Glossary	
Term	Definition
Annual Cohort Competition	means the procedure for awarding Call Off Delivery Contracts for annual cohorts of ECF and NPQ.
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.
Authority	means the Department for Education.
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 Section 6A paragraph 8 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 of Document 1.
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	<p>For Lot 1 this is the Early Career Framework published on GOV.UK in January 2019.</p> <p>For Lots 2-4 this means the six documents published on GOV.UK under National Qualification Reforms from 2021: Frameworks. The documents set out the content (what Participants and school leaders should know and be able to do) that must be covered in each NPQ course.</p>

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 https://www.gov.uk/contracts-finder
Core Induction Programme	means products 1 – 4 of the Early Career Framework developed in at Early Roll Out.
Cyber Essentials Scheme and Cyber Essentials	means the Government's scheme to help organisations protect themselves against common online security threats.
Deferred Participant	means a teacher, new head teacher, leader, head teacher or person who is unable to complete their NPQ within the assigned cohort.
Delivery Partner	means organisations or subcontractor who form part of the supply chain of the Provider, including those delivering the Services and/or Assessment Function.
Delivery Plan	means the Provider's proposals which include an Implementation Plan to deliver the Service Requirements of each Call Off Contract.
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.
Disadvantaged Areas	means schools that have at least 40% of their pupils eligible for Pupil Premium.
Early Career Framework (ECF)	means the Framework setting out what all ECTs will be entitled to learn about and learn how to do within their ECF Induction Programme.
Early Career Teacher (ECT)	means a newly qualified teacher in the first or second year of their induction.
Early Roll Out	means the early roll out of the Early Career Framework services through Procurement of a Framework of early roll out suppliers and the resulting Call Off contracts, undertaken by the Department in 2019.
Early Years	means the learning, development and care of a child from birth to 5 years old.
Eligible Providers	means Provider or Supplier that has met the criteria to deliver Call Off Contracts for the purpose of this Procurement. For the purposes of Set Up funding an 'Eligible' Provider is any organisation that has not previously received funding for the defined activity outlined in the Call Off Contract via the 2021 NPQ cohort and is utilising

	programme content that has not previously been approved via the Department's content approval process. For the avoidance of doubt the eligibility only applies to Lot 2 and all successful providers will be eligible for Set Up funding under Lot 3.
Eligible School(s) ⁵	means Schools who are eligible for DfE funding as detailed in Table 24.
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 Participants 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. ⁶
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.
Full Induction Programme	means products 5 and 6 of the Early Career Framework.
Further Competition	means a competitive procedure for awarding Call Off Contracts under the Framework.
Future Services	means services to strengthen leadership across the sector and to support teacher development objectives. Such as, but not limited to future NPQs.
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.

⁶ The criteria for Eligible Schools for targeted funding may be subject to change and dependent on the result of SR2021/22. The Department, at its sole discretion, may amend funding eligibility from time to time. ⁶ Black P and William D *Inside the Black Box: Raising Standards Through Classroom Assessment*. (London: King's College School of Education, 1998) p.8.

⁶ The criteria for Eligible Schools for targeted funding may be subject to change and dependent on the result of SR2021/22. The Department, at its sole discretion, may amend funding eligibility from time to time. ⁶ Black P and William D *Inside the Black Box: Raising Standards Through Classroom Assessment*. (London: King's College School of Education, 1998) p.8.

Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services.
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 ECF and 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 ECF and 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 Participants with thorough information on ECF and 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.
Literacy	means the ability to read, write and speak fluently, and in a way that allows us to communicate effectively and understand the world.
Lots	means the four groups of Services which comprise this Framework as set out at paragraph 1.8 of Document 1.
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 paragraph 11.3 of Document 1.
Mentor	means a designated person who is a suitably-experienced teacher who has formal responsibility to work collaboratively within the

	School to help ensure the ECT receives the highest-quality ECF Induction Programme.
Milestone	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Provider is required to meet, achieve, complete or deliver by a stated date.
Milestone Date	means the date by which the Provider 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 11.5.1 of Document 1.
National Roll Out	means from September 2021 all ECTs undertaking induction will complete a two year Induction underpinned by the ECF at the end of which they will be assessed against the Teachers' Standards.
New Head Teachers	means Head Teachers eligible for the Early Headship Coaching Offer for New Head Teachers.
Early Headship Coaching Offer	means the Early Headship Coaching Offer for New Head Teachers as described in section 6C paragraph 4 of the Service Requirements.
NPQs	means the reformed suite of National Professional Qualifications.
Order Book	means the document which is used for the purpose of calculating a Provider's Financial Growth Limiter (FGL) and for submitting additional information to support an upward increase to the FGL.
Output Payment	means the price the Department will pay per output achieved.
Participant	<p>means for ECF a person who undergoes training as part of the Full Induction Programme, and who may be either an ECT or a Mentor.</p> <p>means for NPQ a teacher, new head teacher, leader, head teacher or person who undergoes an NPQ and or the New Head Teacher Support Offer. For the purposes of this document this also refers to those without QTS.</p>
Participant Data	means personal data of the Participant such as TRN, name and email. This is collected to allow for data matching against other databases such as the School Workforce Census (for analysis and evaluation) as well as DQT (for verification and evaluation).
Part-time ECT	means any ECT working less than full time. There are no limitations on the working rate/pattern of an ECT undertaking induction. Providers need to ensure their training works for all ECTs regardless of working rate/pattern.
PCR 2015	means the Public Contracts Regulations 2015.
Potential Provider	means organisations participating in this Procurement.
Price Per Participant	means the price paid for each Participant that undertakes an NPQ or NRO service.

Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 11.8 of Document 1.
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 1 paragraph 12 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 11.6.4 of Document 1.
Quotation	means the Provider'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 http://www.legislation.gov.uk/ukxi/2015/102/contents/made and the Public Contracts (Scotland) Regulations 2012, as amended from time to time; http://www.legislation.gov.uk/ssi/2012/88/pdfs/ssi_20120088_en.pdf
Remote	means Local Authority Districts with the fewest schools per hectare and identified in the top 20% most sparse.
SATs	means Standard Attainment Tests.
School or Schools	means those schools or organisations 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 of Document 1.
October Cohort	means the group of Participants recruited by Providers and their Delivery Partners to commence study of the programmes in October.

Services and Service Requirements	means the services that may be provided by Potential Providers, as set out in Document 2 – Section 6A: NPQ Service Requirements, and Section 6C: NPQ Specific Service Requirements.
Service Fee	means for NPQ a monthly fee paid per NPQ with effect from the Cohort Commencement as detailed in section 6C paragraph 10 of the Service Requirements.
Service Proposal	means the Providers call off submission including all the relevant documents as set out in Schedule 11 of the Framework Agreement.
Set Up Call Off	means the Call Off Contract under which the Provider is required to deliver the services summarised in Sections 2 - 4 in the Summary Service Requirements.
Set Up Implementation Plan	means the plan that submitted in the Provider's Tender that they will be required to deliver if they are awarded a Set Up Call Off Contract.
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 http://ec.europa.eu/growth/smes
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 of Document 1.
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.
Teachers' Standards	means the minimum requirements for teachers' practice and conduct as detailed at https://www.gov.uk/government/publications/teachers-standards ;
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 of Document 1 for the latest submission of clarification questions.

Tender Submission Deadline	means the time and date set out in paragraph 4.1 of Document 1 for the latest uploading of Tenders.
Tendered Price	means the Provider's price calculated in accordance with section 11 of Document 1 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 section 6A paragraph 8.5 of the Service Requirements.
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 (22-23).

Annex C: LIST OF SCHOOLS THAT CAN ACCESS THE NPQ DELIVERY FRAMEWORK

Part A – Department Funded NPQs

NPQ Scholarships: Eligible Institution Types

Teachers and leaders employed in state-funded schools, as well as those employed in state-funded 16 to 19 organisations in England, can access Department-funded NPQ training scholarships.

Table 24: Establishments eligible for Department-funded NPQ scholarships
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
Agricultural & Horticultural College
Art, Design and Performing Arts College
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
General Further Education College
Local authority*
Local authority nursery school
Non-maintained special school
Other Independent Special School**
Pupil Referral Unit
Secure units
Service Children's education
Sixth Form College (General)
Sixth Form College (Voluntary Aided)
Sixth Form College (Voluntary Controlled)
Special post 16 institution
Studio schools
University technical college
Voluntary aided school
Voluntary controlled school

* Within this category, only LA-employed supply teachers and employees of Virtual Schools (LA-run organisations that support the education of children in care) are eligible for DfE-funded scholarships. Participants from these institutions will follow a separate registration journey from the registration service and should contact the helpdesk if they identify that they should be eligible for funding.

** Includes hospital schools not included in other categories listed. Participants from these institutions will follow a separate registration journey from the registration service and should contact the helpdesk if they identify that they should be eligible for funding.

***Participants from these institutions will follow a separate registration journey from the registration service and should contact the helpdesk if they identify that they should be eligible for funding.

NPQ for Early Years Leadership

Participants working in any of the organisations listed in Table 24 will be eligible for DfE-funded scholarships for the NPQ for Early Years Leadership, (providing they are suitable candidates for the course), as well as other NPQs. Early Years practitioners and leaders working in the following settings in England will be eligible for DfE-scholarship funding for the NPQ in Early Years Leadership **only**:

Establishments eligible for Department-funded NPQ scholarship for the NPQ for Early Years Leadership only
Childcare providers registered on the Ofsted Early Years Register, providing childcare on non-domestic premises*
Childcare providers registered on the Ofsted Early Years Register, providing childcare on domestic premises**
Childminders, registered on the Ofsted Early Years Register***
Childminders, registered with an Ofsted-registered Childminder Agency, caring for early years children****

*People or organisations providing care for individual children in premises that are not someone's home. These are usually nurseries, pre-schools, holiday clubs and other group-based settings.

**Providers where 4 or more people look after children together in a home that is not the child's.

***People who look after one or more children who they are not related to for payment or reward. The care takes place in a home that is not the child's own.

****Childminder agencies were introduced in September 2014 as an alternative registration option for childminders. As of October 2021, there were 7 Childminder Agencies registered with Ofsted.

Table 25: Establishments not eligible for DfE-funded scholarships
British schools overseas
Higher education institutions
Independent schools/ learning providers

Non programme funded provider
Establishments in Wales, Scotland, or Northern Ireland
Offshore schools
Other independent school
Other international schools
Other FE provider
Specialist Designated College

Targeted Delivery Payments

Uplift payments to providers (known as Targeted Delivery Funding) are being introduced from Autumn 2022 to enable teachers and leaders from small settings to engage with NPQs. An uplift payment of £100 will be paid to providers per participant from a school or 16-19 organisation with 1-600 pupils.

The organisation types listed in Table 24 (eligible for DfE-funded NPQ scholarships) are also eligible for Targeted Delivery Funding, with the exceptions of: Local Authorities (LA-employed supply teachers and Virtual Schools), Young Offenders' Institutions, Hospital Schools that are not included in any other scholarship-eligible category, and non-school based Early Years settings (group-based providers and childminders).

Annex A



NPQ Governance
Checklist

SCHEDULE 4 – ORDERING PROCEDURES

Lots 1 - 4 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 – CALL OFF PROCEDURE

PART A – DEPARTMENT CALL OFFS

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Annual Cohort Competition”	means awarding a Call Off Contract for a scheduled annual cohort of services through the Framework subject to competition, as specified in paragraph 4. The intention is for the Department to run an Annual Cohort Competition for each Academic Year during the term of the Framework;
“Direct Award”	means awarding a Call Off Contract for ad-hoc services through the Framework without further competition, as specified in paragraph 3;
“Further Competition”	means awarding a Call Off Contract for bespoke services through the Framework subject to competition, as specified in paragraph 5;
“Local Authority District”	means the local government divisions of England;
“Minimum Recruitment Target”	means the minimum cohort recruitment targets as detailed at paragraph 26 of Schedule 7;
“Service Requirement”	means the specification of the Department’s want or need;
“Statement of Service Requirement”	means a written definition of the Department’s Service Requirement;
“Template Call Off Terms”	means the model Call Off Contract at Schedule 2.

2. AWARD PROCEDURE

2.1. If the Department decides to source the Services through this Framework Agreement, then it will award Call Off Contracts in accordance with the procedure in this Schedule and the requirements of the Regulations and the Guidance. For the purposes of this Schedule, **“Guidance”** shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

2.2. If the Department can determine that:

- 2.2.1. its Service Requirement is substantially similar to the description of the Services as set out in Schedule 3 (Specification); and
- 2.2.2. all of the terms of the proposed Call Off Contract are laid down in this Framework Agreement and the Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Model Call Off Terms); and
- 2.2.3. the volume of services required represents delivery to less than 2,000 Participants; or
- 2.2.4. the requirement relates to Set Up and mobilisation, including digital infrastructure, for the framework services;

then the Department may award a Call Off Contract in accordance with the Direct Award

procedure set out in paragraph 3 below.

2.3. If the Department can determine that:

- 2.3.1. its Service Requirement is similar to the description of the Services as set out in Schedule 3 (Specification) but the award procedure requires the Contractor to develop proposals or a solution in respect of such Department's Service Requirements; and
- 2.3.2. all of the terms of the proposed Call Off Contract are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms); and
- 2.3.3. the volume of services required represents delivery to 2,000 or more Participants for Lot 1;

then the Department shall award a Call Off Contract in accordance with the Annual Cohort Competition Procedure set out in paragraph 4 below.

2.4. If all of the terms of the proposed Call Off Contract are not laid down in this Framework Agreement and the Department:

- 2.4.1. requires the Contractor to develop proposals or a solution in respect of the Department's Service Requirement; and/or
- 2.4.2. needs to amend or refine the Template Call Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Department shall award a Call Off Contract in accordance with the Further Competition Procedure set out in paragraph 5 below.

2.5. All Call Off Contracts awarded under Lot 4 will be in accordance with the Further Competition Procedure.

3. DIRECT AWARD WITHOUT COMPETITION

- 3.1. The Department may only award a Call Off Contract for Services under this Framework Agreement without holding a Further Competition in accordance with Paragraph 3.2 below.
- 3.2. Subject to this paragraph 3 the Department may make a Direct Award to the Contractor without holding a Further Competition where the Service Requirement is for the delivery of framework services for less than 2,000 Participants.
- 3.3. In order to make a Direct Award to the Contractor without holding a Further Competition the Department will develop a clear Statement of Service Requirements and will apply the Direct Award Criteria set out in paragraph 3.4 in order to select the Contractor that provides the most economically advantageous solution and to whom a Direct Award will be made.
- 3.4. The Direct Award Criteria shall include the Department using its absolute discretion to make an assessment against the Contractor's:
 - 3.4.1. performance against framework KPIs;
 - 3.4.2. capacity to deliver;
 - 3.4.3. availability to deliver;
 - 3.4.4. value for money; and
 - 3.4.5. effective use of resources.
- 3.5. The Department will follow the procedure set out in paragraph 9 in order to conclude the Call Off Contract.

4. ANNUAL COHORT COMPETITION PROCEDURE

The Department's Obligations

- 4.1. In order to award a Call Off Contract under this Framework Agreement through the Annual Cohort Competition procedure the Department shall:
 - 4.1.1. develop a Statement of Service Requirements, including cohort specific budgets, Minimum Recruitment Targets, geographical and disadvantaged/hard to reach targets, eligible schools and Local Authority Districts for incentive payments (where relevant), and any Communications and Marketing approval for restricted activity;
 - 4.1.2. confirm any additional award criteria to be used as per paragraph 4.5.2, and determine the specific measures and weightings or ranking to be applied;
 - 4.1.3. amend or refine the Template Call Off Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - 4.1.4. invite tenders by conducting an Annual Cohort Competition Procedure for its Service Requirements in accordance with the Regulations and Guidance and in particular the Department shall:
 - (a) invite Contractors to submit a tender in writing for each proposed Call Off Contract to be awarded by giving written notice by email to the relevant Contractor Representative of each Contractor;
 - (b) determine the documentation that will form the Contractors tender and instructions on submitting a compliant tender;
 - (c) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
 - (d) keep each tender confidential until the time limit set out for the return of tenders has expired.
 - 4.1.5. apply the Annual Cohort Competition Award Criteria (paragraph 4.3) to the compliant tenders submitted through the Annual Cohort Competition Procedure as the basis of its decision to award Call Off Contracts for its Services Requirements;
 - 4.1.6. on the basis set out above, if successful, award Call Off Contracts to the Contractor(s) in accordance with paragraph 9 which Call Off Contract shall:
 - (a) state the Service Requirements;
 - (b) state the tender submitted by the successful Contractor(s);
 - (c) state the charges payable for the Service Requirements in accordance with the tender submitted by the successful Contractor(s); and
 - (d) incorporate the Template Call Off Terms (as may be amended or refined by the Department in accordance with paragraph 4.1.2 above) applicable to the Services.
 - 4.1.7. if unsuccessful, provide the Contractor(s) with written feedback in relation to the reasons why the tender was unsuccessful and, where in the Departments opinion, the reasons for failure of the criteria are minor and resolvable without significant variation to the tender submission, allow unsuccessful Contractor(s) an opportunity to revise and resubmit their tender within a reasonable timescale. The Annual Cohort Competition

Award Criteria will be applied to any resubmitted tenders before a final award decision is made.

The Contractor's Obligations

- 4.2. The Contractor shall in writing, by the time and date specified by the Department following an invitation to tender pursuant to paragraph 4.1.3 above, provide the Department with either:
- 4.2.1. a statement to the effect that it does not wish to tender in relation to the relevant Service Requirements; or
 - 4.2.2. the full details of its tender made in respect of the relevant Statement of Service Requirements. In the event that the Contractor submits such a tender, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Contractor name, so as to clearly identify the Contractor;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Contractor is bidding for the Statement of Service Requirements;
 - (c) a proposal covering the Service Requirements using the documents requested by the Department;
 - (d) confirmed supply chains; and
 - (e) Call Off specific pricing, including volume bands along with a full and detailed breakdown of costs completed on a Department issued template for the Minimum Recruitment Target and where relevant, a full proposal including any additional volumes.
 - 4.2.3. The Contractor shall ensure that any prices submitted in relation to an Annual Cohort Competition held pursuant to this paragraph 4 shall be based on the Charges and take into account any discount to which the Department may be entitled as set out in Schedule 7 (Pricing).
 - 4.2.4. The Contractor agrees that:
 - (a) all tenders submitted by the Contractor in relation to an Annual Cohort Competition held pursuant to this paragraph 4 shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Department in accordance with the Call Off Procedure);
 - (b) all tenders submitted by the Contractor 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 tender 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:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) 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 tenders to be submitted.

- (c) the Department will only initially award the Minimum Recruitment Target and the award of any additional recruitment volumes proposed in the Contractor's tender is subject to the award process at paragraphs 4.4 and 4.5.

Award Criteria

4.3. The Department shall use the following criteria when awarding a Call Off Contract under the Annual Cohort Competition Procedure:

Table 1 – Annual Cohort Competition Award Criteria (Lot 1 – ECF)

Criteria		Weighting
Quality	<u>Targeting Proposals</u> <ul style="list-style-type: none"> A clear targeting plan, including breakdowns of targeted participants and/or schools at a Regional, Local Authority and School level. Demonstration that the proposed targeting approach aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractor's tender. 	Pass / Fail
	<u>Delivery Plan</u> <ul style="list-style-type: none"> Delivery plan demonstrating that the proposal aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractor's tender. Defined supply chain including specific roles and responsibilities of each delivery partner and demonstration of alignment to ECF policy, the NRO requirement and the Contractor's strategy for managing delivery partners as submitted in the tender. 	
	<u>Implementation Plan</u> <ul style="list-style-type: none"> A clear mobilisation plan that demonstrates capacity to deliver the service proposal to scale within the timescales. 	
	<u>Communications and Marketing</u> <ul style="list-style-type: none"> A clear Communications and Marketing Plan demonstrating that the proposed approach offers value for money and aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractor's tender. 	
Price	<u>Per Participant Price</u> <ul style="list-style-type: none"> Volume Banded Per Participant Prices and a detailed Cost Breakdown Structure will be required to be submitted in the Pricing Schedule supplied by the Department. Price must not exceed £1400 per participant for the first 2000 participants. Each subsequent volume band must be priced lower than the previous band. For the purposes of the Price criteria, this will be undertaken by the use of a 'Weighted Average Participant Price' model. The three Volume Banded Per Participant Prices will be weighted in the following proportion: <ul style="list-style-type: none"> Volume Band A: 60% Volume Band B: 30% Volume Band C: 10% The respective Volume Banded Per Participant Prices will be multiplied by the respective weighting and then added together to determine a 'Weighted Average Participant Price' to be used in 	Pass / Fail

	<p>the Price Evaluation.</p> <p>Contractors will need an 'Average Weighted Participant Price' within +/- 20% of the median priced successful tender.</p> <p>Where an Average Weighted Price is more than 20% lower than the median, the Department reserves the right to seek clarification on the underlying price assumptions and may, at its absolute discretion, accept the pricing where it is satisfied of its viability.</p>	
--	---	--

Table 2 – Annual Cohort Competition Award Criteria (Lots 2 & 3 – NPQs)

Criteria		Weighting
Quality	<p><u>Recruitment Strategy</u></p> <p>The Contractor's recruitment strategy must meet with the criteria set out in the Specification and demonstrate:</p> <ul style="list-style-type: none"> • a clear Communications and Marketing Plan; • a clear targeting plan, including breakdowns of targeted Participants; • the proposed recruitment and deployment strategy for the Early Headship Coaching Offer for New Head Teachers; and • that the proposed recruitment strategy aligns to the Department's funding policy, and the approach submitted as part of the Contractor's Framework Tender. 	Pass / Fail
	<p><u>Delivery proposals</u></p> <p>The Contractor delivery proposals shall cover all the requirements set out in the Specification and:</p> <ul style="list-style-type: none"> • include details of any Delivery Partners and demonstrate they have the capability, coverage and resources to deliver the Service Requirements; • include a risk register which demonstrates the Contractor has adequately identified, assessed and mitigated any risks; • detail the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved; • demonstrate an appropriate approach to Summative Assessments for NPQs, who will administer them and how they will be managed; and • include a policy (or revised policy if previously submitted under an early Quotation) that outlines how Participants who are part time, defer or transfer schools during their NPQ or taking part in the Early Headship Coaching Offer for New Head Teachers, will be handled. 	
	<p><u>Implementation Plan</u></p> <ul style="list-style-type: none"> • The Contractor's Implementation Plan must meet with the criteria set out in the Specification and demonstrate the Contractor's capacity to deliver the service proposal to scale within the timescales required by the Department. 	

Price	<p><u>Prices</u></p> <ul style="list-style-type: none"> The Contractor's prices and a detailed Cost Breakdown Structure will be required to be submitted in the Pricing Schedule supplied by the Department. The Contractor's prices to deliver the Order shall be no more than the Framework Agreement Prices set out in Schedule 7 (Pricing). Contractor's pricing will need to be within +/- 20% of the median priced successful tender. Where a Contractor's pricing is more than 20% lower than the median, the Department reserves the right to seek clarification on the underlying price assumptions and may, at its absolute discretion, accept the pricing where it is satisfied of its viability. 	Pass / Fail
-------	--	-------------

4.3.1. The Department reserves the right to review the Annual Cohort Competition Award Criteria prior to each Annual Cohort Competition and at its sole discretion make revisions to Tables 1 and 2 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.

4.3.2. The Department shall confirm the process for Lot 4 at the point at which these services will be required.

2022 Cohort Award Process

4.4. When awarding the 2022 Annual Cohort Competition Call Off Contract, the Department will initially award the Minimum Recruitment Target volume to the successful Contractor(s). Where budget and demand allow volumes in excess of the Minimum Recruitment Target, the Department will award the additional recruitment volumes, as identified in the Contractor's proposals, until either the maximum recruitment target or maximum cohort budget is reached.

4.5. The Department will apply the following process to award additional volumes:

4.5.1. Where the combined additional recruitment volumes requested does not exceed the cohort budget and/or demand then all Framework Agreement Providers will receive the full recruitment volume as outlined in their proposal.

4.5.2. Where the combined additional recruitment volumes requested exceeds the cohort budget and/or demand then proposals for additional volumes will be ranked using the framework competition final scores and awarded until either the demand or budget limit is met.

Subsequent Cohort Award Process

4.6. When awarding subsequent Annual Cohort Competition Call Off Contracts, the Department will initially award the Minimum Recruitment Target volume to the successful Contractor in the Annual Cohort Competition. Where budget and demand allow volumes in excess of the Minimum Recruitment Target, the Department will award additional recruitment volumes, as identified in the Contractors proposal, based on the following process.

4.6.1. Where the combined additional recruitment volumes requested does not exceed the cohort budget and/or demand then all Framework Agreement Providers will receive the full recruitment volume as outlined in their proposal.

4.6.2. Where the combined additional recruitment volumes requested exceeds the cohort budget and/or demand then proposals for additional volumes will be ranked and awarded until either the demand or budget limit is met using any one or more of the following criteria;

- 4.6.2.1. performance against KPIs or other performance measures;
- 4.6.2.2. capacity to deliver;
- 4.6.2.3. value for money;
- 4.6.2.4. effective use of resources, including geographical coverage and priority targeting; and
- 4.6.2.5. Social Value.
- 4.6.3. The Department will confirm which of the above criteria are to be used, how they will be measured, and any weightings or ranking, when inviting tenders for each Annual Cohort Competition.
- 4.7 The Department reserves the right to review its annual approach to awarding Call Off Contracts and may at its absolute discretion award Call Off Contracts covering multiple annual cohorts.

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 Procedure the Department shall:
 - 5.1.1 develop a Statement of Service Requirements;
 - 5.1.2 amend or refine the Template Call Off Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance issued by the UK government in respect of public spending (such as PPNs⁷);
 - 5.1.3 invite tenders by conducting a Further Competition Procedure for its Service Requirements in accordance with the Regulations and Guidance and in particular the Department shall:
 - (a) invite the Contractors to submit a tender in writing for each proposed Call Off Contract to be awarded by giving written notice by email to the relevant Contractor Representative of each Contractor;
 - (b) determine the documentation that the Contractors will be required to respond to and instructions on submitting a compliant tender;
 - (c) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
 - (d) keep each tender confidential until the time limit set out for the return of tenders has expired.
 - 5.1.2 apply the Further Competition Award Criteria to the compliant tender submitted by the Contractor through the Further Competition Procedure as the basis of its decision to award a Call Off Contract for its Services Requirement;
 - 5.1.3 on the basis set out above, if successful, award its Call Off Contract to the Contractor in accordance with paragraph 9 which the Call Off Contract shall:
 - (a) state the Service Requirements;
 - (b) state the tender submitted by the successful Contractor;

⁷ <https://www.gov.uk/government/collections/procurement-policy-notes>

- (c) state the charges payable for the Service Requirements in accordance with the tender submitted by the successful Contractor; and
- (d) incorporate the Template Call Off Terms (as may be amended or refined by the Department in accordance with paragraph 3.1.2 above) applicable to the Services.

5.1.4 if unsuccessful, provide the Contractor with written feedback in relation to the reasons why the tender was unsuccessful.

The Contractor's Obligations

5.2 The Contractor shall in writing, by the time and date specified by the Department following an invitation to tender 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 tender in relation to the relevant Service Requirements; or

5.2.2 the full details of its tender made in respect of the relevant Statement of Service Requirements. In the event that the Contractor submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise unique reference number and Contractor name, so as to clearly identify the Contractor;
- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Contractor is bidding for the Statement of Service Requirements;
- (c) a proposal covering the Service Requirements using any documents that are prescribed by the Department.

5.2.3 The Contractor shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 5 shall be based on the Charges and take into account any discount to which the Department may be entitled as set out in Schedule 7 (Pricing).

5.2.4 The Contractor agrees that:

- (a) all tenders submitted by the Contractor in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Department in accordance with the Call Off Procedure); and
- (b) all tenders submitted by the Contractor 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 tender 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:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) 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 tenders to be submitted.

Award Criteria

5.3 The Department shall develop bespoke award criteria relative and proportionate to the requirement using the following outline criteria weightings when awarding a Call Off Contract under the Further Competition Procedure:

5.4 Table 3 – Further Competition Award Criteria

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

6. FINANCIAL GROWTH LIMITER

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.

6.2 If the Contractor is a provider on another existing Departmental Framework Agreement, or any other contractual relationship, which has an existing FGL or similar mechanism in place, the FGL for this Framework Agreement will be set at the previously agreed existing limiter, if the previously agreed existing limiter is higher than 75% of their average turnover.

6.3 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 6.4 to request consideration of an increase to its FGL throughout the duration of the Framework Agreement.

6.4 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 be used 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*

6.5 The Contractor may submit updated turnover information for the Department to consider an increase in its FGL throughout the Contract Period of the Framework Agreement. The Contractor may also submit additional information in support of its application for an increased FGL. This may include, but is not limited to, reference to new business won, changes to its financial standing, or any financial guarantees that can be provided to support its increased FGL application. Any additional information provided should be submitted in the Order Book or by submitting separate documents if necessary 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 in order to update the FGL. It is at the absolute discretion of the Department as to whether the FGL will be increased or not.

6.6 If the Contractor is an existing provider on any other Departmental Framework Agreement, the Department may, at its discretion, require the Contractor to create and maintain a Growth Management Plan if the Contractor is requesting an increase to their FGL. The Growth Management Plan must demonstrate how the Contractor plans to absorb business across the

Frameworks and mitigate any financial risk posed which will be submitted for the Department's approval.

- 6.7 In addition to clause 6.5, the Department may request additional information about any other 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.
- 6.8 Should a proposed Call Off Contract value and/or the aggregated value of other existing Departmental contracts result in the Contractor exceeding their FGL the Department may:
- 6.8.1 Request additional assurances or place additional obligations on the Contractor to satisfy the Department that excessive financial risk is not being placed on the Contractor;
 - 6.8.2 limit the value of any Call Off Contract it awards pursuant to the applicable FGL that is in force at the time;
 - 6.8.3 reduce the value of any Call Off Contract;
 - 6.8.4 reject the Contractor's proposal and not award the Call Off Contract.
- 6.9 In the event that the aggregated value of Call Off Contracts across two or more Lots on the Framework exceeds the Contractor's FGL, the Department will enter into discussions with the Contractor and will agree with the Contractor which Lot takes preference and/or undertake any of the actions listed under clause 6.8.

7 NO AWARD

- 7.1 Notwithstanding the fact that the Department has followed a procedure as set out above in paragraph 3, 4 or 5 (as applicable), the Department shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige the Department to award any Call Off Contract.

8 RESPONSIBILITY FOR AWARDS

- 8.1 The Contractor acknowledges that the Department is 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:
- 8.1.1 the conduct of the Department in relation to this Framework Agreement; or
 - 8.1.2 the performance or non-performance of any Call Off Contracts between the Contractor and the Department entered into pursuant to this Framework Agreement.

9 CALL OFF AWARD PROCEDURE

- 9.1 Pursuant to paragraph 3.5 (Direct Award), paragraph 4.1.5 (Annual Cohort Competition) or paragraph 5.1.5 (Further Competition) as applicable, and subject to paragraph 6 (Financial Growth Limiter), the Department will award a Call Off Contract to the Contractor by sending (including electronically) to the Contractor the Call Off Contract terms and conditions as substantially set out in Schedule 2 (Model Call Off Contract) or following an Annual Cohort Competition or Further Competition as may be amended or refined by the Department in accordance with paragraph 4.1.2 or 5.1.2 above.
- 9.2 On receipt of the Call Off Contract as described in paragraph 98.1 from the Department the Contractor shall accept the Call Off Contract by promptly signing and returning it (including by electronic means).

- 9.3 On receipt of the signed Call Off Contract from the Contractor, the Department shall also sign the Call Off Contract; the Call Off Contract shall then be formed.

SCHEDULE 4 – CALL OFF PROCEDURES

PART B – SCHOOL CALL OFFS (FOR LOTS 2 – 4)

1. DEFINITIONS

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

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

2. AWARD PROCEDURES

2.1. There are two procedures a School 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. It is anticipated that Schools will award Orders by Direct Award. Schools at their discretion may use the Further Competition Procedure set out below in the following circumstances:

- 2.2.1. the Order requires the Contractor to provide training to more than 5 Participants who work at the same School and commence their training at the same time; or
- 2.2.2. the Order requires the Contractor to provide training to 10 or more Participants (irrespective of Participant locations); or
- 2.2.3. the Order covers multiple Cohorts.

3. DIRECT AWARD PROCEDURE

3.1. The School develops a Statement of Requirements, applies the criteria set out in paragraph 3.2 and selects the Contractor that is best placed to provide the School’s Service Requirements.

3.2. Contractors are assessed according to their:

- 3.2.1. performance against Framework Agreement KPIs;
- 3.2.2. capacity to deliver;
- 3.2.3. geographical locations (including their Delivery Partner locations); and
- 3.2.4. value for money (which can be based on the lowest priced Contractor).

3.3. Once a Contractor has been identified, the School follows the Quotation Procedure set out in paragraph 5. The School will award the Call Off Contract subject to the Contractor submitting an acceptable Quotation based on the following evaluation criteria:

- 3.3.1. 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);
- 3.3.2. assurance that the Contractor is able to deliver the Service Requirements by assessing their Delivery Plan (see paragraph 3.4 below), or other such assurances or criteria as specified in the invitation to submit a Quotation.

- 3.4. 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 4 below.

Table 4 – 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 demonstrates 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

4. FURTHER COMPETITION PROCEDURE The School's Obligations

- 4.1. In order to award a Call Off Contract under this Framework Agreement through a Further Competition Procedure, Schools must:
- 4.1.1. develop a Statement of Service Requirements;
 - 4.1.2. 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 Regulations⁸ or to comply with any guidance issued by the UK government in respect of public spending (such as PPNs⁹);
 - 4.1.3. 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 5;
 - 4.1.4. apply the Further Competition award criteria set out in 4.4 to compliant Quotations submitted by the Contractors and accept or reject the Contractor's Quotation; and
 - 4.1.5. subject to 4.1.4 above, award Call Off Contract(s) to Contractor(s) in accordance with paragraph 5.7.

The Contractor's Obligations

- 4.2. The Contractor shall in writing, by the time and date specified by the School following an invitation to submit a Quotation pursuant to paragraph 4.1.3 above, provide the School with either:
- 4.2.1. a statement to the effect that it does not wish to submit a Quotation in relation to the relevant Service Requirements; or

⁸ <https://www.legislation.gov.uk/uksi/2015/102/contents/made>

⁹ <https://www.gov.uk/government/collections/procurement-policy-notes>

4.2.2. the Contractor complies with its obligations set out in the Quotation Procedure and submits a Quotation to provide the Service Requirements.

4.3. 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

4.4. 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 5a below.

Table 5a – Further Competition Award Criteria

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

4.4.1. When evaluating and scoring the quality aspect of the Contractor's Quotation, the School shall use the scoring scale set out in Table 5b below.

Table 5b – 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. 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. 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 School's requirements.</p> <p>The response does not meet the School's requirements.</p>

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

- 4.5.1. The Contractor with the lowest total price to undertake the Order will achieve 100% of the maximum Price Score available.
- 4.5.2. 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:

$$\text{Score} = \frac{\text{Lowest total price}}{\text{Contractor's total price}} \times \frac{\text{Maximum Price Score available}}{\text{(e.g. 20)}}$$

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.

5. QUOTATION PROCEDURE

- 5.1. 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

- 5.2. 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:

- 5.2.1. the Service Requirements and timescales associated with delivery of the proposed Order;
- 5.2.2. 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;
- 5.2.3. confirmation of the Payment Method that will apply to the Call Off Contract;
- 5.2.4. the documentation that the Contractor(s) will be required to submit with their Quotation;
- 5.2.5. instructions on how to submit a Quotation;
- 5.2.6. 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
- 5.2.7. the award criteria that will determine the award of the Call Off Contract.

The Contractor's Offer

- 5.3. 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 5.4.
- 5.4. 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:
- 5.4.1. by means set out by the School and so as to ensure the communication clearly identifies the Contractor and what the Quotation relates to;

- 5.4.2. include the Contractor's proposals, which shall comply with the requirements set out in invitation, to deliver the Order;
- 5.4.3. include any documents that are prescribed by the School; and
- 5.4.4. 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.
- 5.5. When submitting a Quotation, the Contractor agrees that:
 - 5.5.1. 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);
 - 5.5.2. 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:
 - 5.5.2.1. 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
 - 5.5.2.2. 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

- (a) The School shall assess the Quotations in accordance with the criteria set out in the invitation to Quote and either;
 - 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

- 5.6. Pursuant to paragraph 5.6 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.
- 5.7. The Contractor accepts the Call Off Contract returning (including by electronic means) a signed copy to the School.
- 5.8. The School countersigns the Call Off Contract, it is executed and the Contractor provides the Services in accordance with the Call Off Contract.

6. NO AWARD

- 6.1. Notwithstanding the fact that the School 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.

7. RESPONSIBILITY FOR AWARDS

- 7.1. 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:
 - 7.1.1. the conduct of the School in relation to this Framework Agreement; or
 - 7.1.2. 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, a CCN, shall be completed.
- 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 [insert Lot] 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 PROVIDERS

1. ECF FRAMEWORK PROVIDERS

- 1.1 The following Contractors have been awarded to a separate Framework Agreement, dated 26 February 2021, to deliver ECF Services for the National Roll-Out of the Early Career Framework from September 2021:
- 1.2 Awarded February 2021:
- Ambition Institute
 - Best Practice Network
 - Capita Business Services Limited
 - Education Development Trust
 - Teach First
 - UCL Consultants Ltd
- 1.3 The following Contractor has been awarded a Framework Agreement to deliver ECF Services via Lot 1 of the Early Career Framework and National Professional Qualifications Framework 2022, from September 2022:
- Star Academies

2. NPQ FRAMEWORK PROVIDERS

- 2.1 The following Contractors have been awarded a Framework Agreement to deliver the NPQ Services via Lots 2, 3 and 4 of the Early Career Framework and National Professional Qualifications Framework 2022, from October 2022:

Lot 2

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

Lot 3

- Ambition Institute
- Education Development Trust
- Harris Federation
- Teach First
- Teacher Development Trust
- UCL Consultants Ltd

Lot 4

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

- Teacher Development Trust
- UCL Consultants Ltd

3. ADDITIONAL PROVIDERS

- 3.1 Should the Department undertake any further procurements to appoint additional providers to a Framework Agreement for the delivery of ECF or NPQ services, the successful Contractors will be added to this Schedule 6 via a Change Control Notice.
- 3.2 When the Framework Agreement for the Institute of Teaching is awarded the Institute of Teaching provider will be added to the list of ECF and NPQ providers awarded a Framework Agreement that includes all Services listed under Section 1 and 2.

4. FRAMEWORK CALL OFFS

- 4.1 All Contractors listed in this Schedule 6 will be delivering ECF and NPQ services via Call Off Contracts from their respective frameworks, subject to any suspension or termination rights under the terms of the Framework Agreement or Call Off Contracts.

SCHEDULE 7 – PRICING AND PERFORMANCE

LOT 1 – EARLY CAREER FRAMEWORK – NOT USED

SCHEDULE 7A – PRICING AND PERFORMANCE

LOTS 2 TO 4 – NATIONAL PROFESSIONAL QUALIFICATIONS

This schedule comes in two parts:

Part 1 - Pricing:

1A relates to pricing for Call Offs made by the Department.

1B 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 7A – PRICING AND PERFORMANCE Part 1A – PRICING FOR DEPARTMENT CALL OFFS FOR NPQ LOTS 2 - 4

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 2022 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 Participant for each of the Reformed NPQs, Early Headship Coaching Offer for New Head Teachers, NPQ for Early Years Leadership and NPQ for Leading Literacy, and Future Services and a price per case study developed. Per Participant 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 Participant will be multiplied by the agreed recruitment target for the respective Reformed NPQs, NPQ Early Years Leadership and Leading Literacy, Future Services and Early Headship Coaching 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. 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 Participant for each NPQ is multiplied by the corresponding Call Off Contract Participant 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 72 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 9 and Table 9a.

Table 9- Number of Monthly Service Fee Payments Lot 2	
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

Table 9a- Number of Monthly Service Fee Payments (Lot 3)	
Qualification	Number of Monthly Service Fee Payments
NPQ for Early Years Leadership	25
NPQ for Leading Literacy	19

- 2.3.3. The Service Fee is calculated as follows for each qualification:

- a.) $\text{Price Per Participant for each NPQ} \times 40\% = \text{Service Fee per Participant for each NPQ.}$
- b.) $\text{Service Fee Per Participant for each NPQ} \times \text{Participant Recruitment Target} = \text{Total Service Fee Sum.}$
- c.) $\text{Total Service Fee Sum} / \text{Minimum Number of Months Required to Deliver, Assess, Moderate and Award a Mark for the Qualification over Applicable Number of Cohorts} = \text{Monthly Service Fee.}$

Output Based Performance Payments

Price Per Participant for NPQs

- 2.3.4. Output Based Performance Payments represent the remaining 60% of the Price Per Participant for each NPQ. The Output Based Performance Payments will be made when a Participant 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 Participants who remain enrolled and once they have been assessed, moderated and awarded a mark. Of the total Price Per Participant 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 13 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 Participant for Early Headship Coaching 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 10 below. The quarterly fixed points will be determined by the length of the Early Headship Coaching 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 Participant has commenced the Early Headship Coaching Offer for New Head Teachers, at retention points for all Participants who remain enrolled and on completion as set out in Annex 1 of Schedule 2: Part 1 – Payment Process of the Call Off Contract.

Uplift Payment

- 2.3.7. An uplift payment of £100 will be paid for each participant employed in a school or 16-19 organisation with between 1-600 pupils. The uplift payment will be based on the number of eligible participants who start an NPQ course and will be paid as part of providers' existing payment schedule.

Table 10- Example Payment Schedule for Early Headship Coaching Offer for New Head Teachers Over One Academic Year Commencing from October

	Month of Payment
Output 1 – Teacher starts Early Headship Coaching 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 Early Headship Coaching Offer for New Head Teachers	August (Month 12)

User Digital Platform

- 2.3.8. In the event the Department requires the Contractor to develop a User Digital Platform, the unit price for the User Digital Platform in Annex 1 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.
- 2.3.9. 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 Participants and Schools

- 3.1 Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on Participants 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 18 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 7A – PRICING AND PERFORMANCE PART 1B – PRICING FOR SCHOOL CALL OFFS FOR NPQ LOTS 2-4

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 Participant

- 2.1 The Framework Agreement Prices in Annex 1 of this Schedule are composed of a Price Per Participant for Reformed NPQs, NPQ for Early Years Leadership and Learning Literacy, and Future Services. Per Participant 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 Participant for each NPQ will be multiplied by the agreed number of Participants undertaking the respective NPQ. 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 Participant prior to the Cohort Commencement Date. The remaining 60% of the Price Per Participant is split into Milestone payments as specified for each programme in Schedule 2: Part 1 of the Schools Call Off Contract.

3. Charges to Participants

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

Annex 1 to Schedule 7A

Table 11 – Set Up Costs

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

Milestone	Payment
Milestone 1: Contractor Implementation Plan agreed.	£ [REDACTED]
Milestone 2: Sample content shared for quality review and approved by the Department.	£ [REDACTED]
Milestone 3: Develop a User Digital Platform and complete integration with the Department's Digital platform.	£ [REDACTED]
Milestone 4: Further reassurance of the quality of content to the satisfaction of the Department.	£ [REDACTED]
Milestone 5: Eligible Providers shall submit to the Department: For Lot 3: all NPQ curriculum content for the two NPQs and all Summative Assessment case study and mark schemes required for delivery of 3 annual delivery Call Offs under the Framework Agreement (a total of 12).	£ [REDACTED]
Total Value of Set Up Costs	£ [REDACTED]

Table 12 – Framework Agreement Prices – Price Per Participant

The Price Per Participant for each Reformed NPQ Lot 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. The preferred PPP refers to target volumes submitted within the Contractor's Pricing Schedule.

Reference	Preferred Price Per Participant (PPP) (Cohorts 1 and 2)	Preferred Price target volumes	Maximum Price Per Participant (PPP)
NPQ for Leading Teaching	[REDACTED]	[REDACTED]	[REDACTED]
NPQ for Leading Behaviour and Culture	[REDACTED]	[REDACTED]	[REDACTED]
NPQ for Leading Teacher Development	[REDACTED]	[REDACTED]	[REDACTED]

NPQ for Senior Leadership			
NPQ for Headship			
NPQ for Executive Leadership			
Early Headship Coaching Offer for New Head Teachers	£800.00 (excl. VAT)	n/a	£800.00 (excl. VAT)

Reference	Preferred Price Per Participant (PPP) (Cohorts 1 and 2)	Preferred Price target volumes	Maximum Price Per Participant (PPP)
NPQ for Early Years Leadership			
NPQ for Leading Literacy			

Table 13 – 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	

Reference	Price Per Case Study
NPQ for Early Years Leadership	
NPQ for Leading Literacy	

Table 14 – User Digital Platform

Reference	Unit Price
User Digital Platform	

SCHEDULE 7A – PRICING AND PERFORMANCE PART 2 – PERFORMANCE FOR NPQ LOTS 2-4

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 15 below:

**Table 15 Milestones for Set Up – Lot 2 –
NOT USED**

Table 16 Milestones for Set Up – Lot 3	
Milestone	Deadline for the Milestone to be achieved
Lot 3 Milestone 1: Provider Implementation Plan agreed.	19 April 2022
Lot 3 Milestone 2: Sample content shared for quality review and approved by the Department.	12 September 2022
Lot 3 Milestone 3: Host a User Digital Platform and complete integration with the Department's Digital platform. (NB. Only for Providers who are not delivering a Lot 2 Set Up Call Off Contract)	30 June 2022
Lot 3 Milestone 4: Further reassurance of the quality of content to the satisfaction of the Department.	19 December 2022
Lot 3 Milestone 5: All final curriculum content for the 2 NPQs and all Summative Assessment materials submitted to the Department.	13 March 2023
Milestone 2 and Milestone 4 – sample NPQ curriculum training content must be shared with the Department for quality assurance, initially on 24 June 2022 and further sample materials, if required by the Department, to be shared on 24 October 2022. Provider must ensure that all materials have been proofread to a professional standard beforehand. It is expected that delivery of cohort 1 will start from October 2022.	

- 1.4. At each Milestone deadline specified in Table 15 & 16 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

- 2.1. The Contractor is required to achieve the minimum Recruitment Targets set out in each Order.
- 2.2. If the Contractor fails to meet the Recruitment Targets for the start of any Cohort, the Department may at its absolute discretion may:
 - 2.2.1. reduce the Contractor's Recruitment Targets for future Call Offs as set out in Schedule 4; or
 - 2.2.2. suspend the Contractor from the Framework Agreement in accordance with clause 7.11.2; or
 - 2.2.3. if the failure is a recurrent or substantial and significant failure; or
 - 2.2.4. terminate the Framework Agreement as per paragraph 7.4 of this Framework Agreement.

3. Key Performance Indicators (KPIs)

- 3.1. The KPIs in Table 17 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 17 for Call Off Contracts to ensure they reflect the needs and requirements of the specific Cohort.

Rating	Criteria	Performance Management
Good	The supplier is meeting or exceeding the KPI target	N/A
Approaching Target	The supplier is close to meeting the KPI target	N/A
Requires Improvement	The performance of the supplier is below that of the KPI target	Improvement Plan with a suspended Service Credit
Inadequate	The performance of the supplier is significantly below that of the KPI target	Service Failure – Improvement Plan and Service Credit applied.

Table 17: Key performance indicators		
KPI	Measure	
1 – Recruitment Recruit the target number of participants with a completed start declaration (by output 1 review point specified in Schedule 2: Part 1, para 13.2, Table 6 for Specialist NPQs and Table 7 for Leadership NPQs) on the Department's digital registration service, for each of the Cohort commencement dates. Performance reviewed monthly with final monitoring target date agreed at call off stage.	Recruitment % against target:	
	Good	100%
	Approaching Target	To be agreed at Call Off
	Requires Improvement	To be agreed at Call Off
	Inadequate	To be agreed at Call Off
2 – Quality Assessment The accuracy level of Summative Assessments undertaken by participants completing NPQ's, within the Call off Contract windows. Monitoring, linked to the completion of Content Quality Review via the Quality Management System which shall be immediately submitted, and accessible, to the Department and its QA function upon request.	Accuracy level at Summative Assessment:	
	Good	>95%
	Approaching Target	To be agreed at Call Off
	Requires Improvement	To be agreed at Call Off
	Inadequate	To be agreed at Call Off
3 – Retention The number of Participants that start the training retained at the end of year 2 of delivery. Performance reviewed monthly and reported at end of years 1 and 2 of the programme.	Retention rate:	
	Good	>85%
	Approaching Target	To be agreed at Call Off
	Requires Improvement	To be agreed at Call Off
	Inadequate	To be agreed at Call Off
4 – Satisfaction The number of Participants who rate the training as 'Good' or better. The DfE will design a survey to be issued to participants via the Lead Provider. Minimum response rate of 40% required. Surveys will be issued and performance measured at the end of years 1 and 2 of the programme.	Rate of participants rating the experience as 'Good' or better:	
	Good	>80%
	Approaching Target	To be agreed at Call Off
	Requires Improvement	To be agreed at Call Off
	Inadequate	To be agreed at Call Off

4. Framework Agreement Service Levels

- 4.1 The Contractor shall ensure compliance with the Service Levels listed in Table 18 (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 18.
- 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 18 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 th July; Q2 25 th October; Q3 25 th January; Q4 25 th 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 Participant 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 For contingency purposes only the Department will require the Provider to collect Participant 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 contract breakage costs, 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 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 Department's 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 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

- 4.1. The Department shall be entitled to terminate this Agreement under clause 7.4 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 Working 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 seven (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 – CALL OFF PROFORMAS FOR LOTS 1 - 4

1. Introduction

- 1.1. Unless otherwise agreed with the Department, the Parties use the templates and documents included in this Schedule when following the Call Off 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 call for competition issued at the point of launching the Call Off Procedure.

2. Lot 1 – Early Career Framework

- Document A – Targeting Proposal
- Document B – Delivery Plan
- Document C – Implementation Plan
- Document D – Communications and Marketing Plan
- Document E – Pricing Schedule

3. Lots 2 and 3 – National Professional Qualifications

- Document A – Invitation to Quote
- Document B – Call Off Order
- Document C – Delivery Plan
- Document D – Pricing Schedule

4. Lot 4 – Future Services

Where a Further Competition is conducted under Lot 4 the documents will be provided at the point of issuing the call for competition. If the Services being procured are similar to those under Lots 2 and 3 of the framework then the Department will adopt the template documents at paragraph 3, but reserves the right to amend, replace or add the documents required as part of the Call Off Procedure.

5. School Call Offs

- 5.1. Unless otherwise agreed with the School, the Contractor will use the templates and documents included in this Schedule when following the School Call Off Procedure. The Contractor may work with schools to develop a streamlined process to ensure the Schools Call Off Procedure remains accessible and proportionate for individual schools.
 - Document A – School Invitation to Quote
 - Document B – School Call Off Order
 - Document C – School Delivery Plan
 - Document D – School Pricing Schedule

SCHEDULE 12 – NOT USED

SCHEDULE 13 – ACCESS BY OTHERS

1. ACCESS CRITERIA - NPQ LOTS 2 - 4

- 1.1. Organisations that meet with the criteria listed in Table 19 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 19 to reflect changes such as the introduction of newly defined or newly created educational establishments or to withdraw access for international schools overseas.

Table 19 Type of Establishment
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:

"Department Property"	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;
"Department Software"	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;
"Department System"	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;
"Commercial off the shelf Software" or "COTS Software"	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;
"Contractor System"	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;
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect to the Contractor's System that affects the delivery of the Services; orb) 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

- 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
- 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;

"Emergency Maintenance"

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;

"ICT Environment"

the Department System and the Contractor System;

"Licensed Software"

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;

"Maintenance Schedule"

has the meaning given to it in paragraph 5 of this Schedule;

"Malicious Software"

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;

"New Release"

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;

"Open Source Software"

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;

"Operating Environment"

means the Department System and any premises (including the Department Premises, the Contractor's premises or third party premises) from, to or at which:

- a) the Services are (or are to be) provided; or
- b) the Contractor manages, organises or otherwise directs the provision or the use of the Services; or
- c) where any part of the Contractor System is situated;

"Permitted Maintenance"

has the meaning given to it in paragraph 5.2 of this Schedule;

"Software"

Specially Written Software COTS Software and non-COTS Contractor and third party Software;

"Source Code"

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;

"Specially Written Software"

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 or on behalf of 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 Contractor System (including any Specially Written Software) shall:
 - 2.1.2.1. be free from Defects, material design flaws 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; and
 - 2.1.2.4. enable changes required to update the Department's operations to be started within 4 weeks.

3. Provision of the Digital Platform

3.1. The Contractor shall:

- 3.1.1. ensure that the release of any new COTS Software licensed by the Contractor, 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 that could impact the Department's operations when providing the Services;
- 3.1.2. ensure that any COTS Software licensed by the Contractor, or any Software in which the Contractor owns the IPR can integrate with the Departments systems via APIs when the Department's operations require it;
- 3.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Contractor (and/or any Sub-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 and security flaws 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. Software that has been assessed under the ITIL Software Scheme must be at least compliant to "Bronze Level", to be deemed acceptable.
- 3.1.11. ensures that where possible each release of the contractors digital platform is checked for defects using automated testing - including OWasp security testing and dependency checking - for more details see <https://www.gov.uk/service-manual/technology/managing-software-dependencies>

Accessibility:

- 3.1.12. 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);
- 3.1.13. ensure that the Digital Platform is compatible with the following 'Assistive Technologies': JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova or equivalent;
- 3.1.14. 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 'adequacy' as per the Information Commissioner's Office's (ICO) guidance regarding Data Protection in the EU;
- 3.1.15. ensure hosting within other non-hostile nations, such as the USA, will be considered on a case-by-case basis. The supplier must demonstrate that they will quickly respond to any future compliance requirements from the information Commissioner's Offices.

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 or a security risk has been identified. 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 either;

7.1.1. the HM Government Service Standard [<https://www.gov.uk/service-manual/service-standard>] or;

7.1.2 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 4;
- b) ISO/IEC 20000-1:2018 “ITSM Specification for Service Management”;
- c) ISO/IEC 20000-2:2019 “ITSM Code of Practice for Service Management”;
- d) ISO 10007 “Quality management systems – Guidelines for configuration management”; and
- e) 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:

"Critical Service Level Failure"	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.
"Service Levels"	means the service levels set out in Table A of this Annex to Schedule 14.
"Service Level Failure"	means a failure by the Contractor to meet the Service Level Performance Measure in respect of a Service Level.
"Service Level Performance Measure"	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 the paragraphs 2.11 to 2.15 of Schedule 2: Part 2 of the Call-off Contracts.

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 make MI Reports available to the Department detailing the level of compliance which was achieved against each Service Level Performance Criteria in accordance with the provisions of Schedule 2.

Table 20 - 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%
Remediation of Security Risks	D2	Security Risks to be remediated within 7 days of identification.	99%
Changes to Department's operations	D3	Changes required to facilitate updates to the Department's operations to be started within 4 weeks.	99%