



Department
for Education

THE SECRETARY OF STATE FOR EDUCATION

- AND -



Framework Agreement
Early Career Framework and National Professional Qualifications
Framework 2022

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THIS FRAMEWORK AGREEMENT is made on 14/04/2022

BETWEEN

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

WHEREAS:

- a) On 8 November 2021 the Department placed a Contract Notice in the Find a Tender Service (the "FTS") seeking invitations to tender from service providers to be appointed to a Framework Agreement for the supply of a Full Induction Programme to support the National Roll-Out of the Early Career Framework (ECF) – Lot 1 and National Professional Qualifications (NPQ) Framework 2022 Lots 2, 3, and 4 to improve the provision of education in England's Schools;
- b) Following a selection and award process, the Contractor and other providers (as set out in Schedule 6 (Framework Agreement Contractors) were awarded a place on the framework and requested to enter into the Framework Agreement with the Department;
- c) The Contractor has agreed to enter into this Framework Agreement for the supply of the Services to the Department and Schools.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATIONS

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

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

2. SCOPE OF THIS FRAMEWORK AGREEMENT

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

3. THE SERVICES

- 3.1. The Contractor shall make the Services available on and subject to the terms of this Framework Agreement. When a Service is the subject of an Order by the Customer, it will be referred to in the ensuing Call Off Contract as an Ordered Service.
- 3.2. All Orders shall be placed in accordance with the Ordering Procedures (clause 4) and the payment for the Services will be calculated using the Pricing Schedule (Schedule 7).
- 3.3. All Call Off Contracts for the provision by the Contractor of Ordered Services shall be on the terms and conditions prescribed in the Model Call Off Contract including where required any Additional Clauses as set out in the Model Call Off Contract.
- 3.4. The Department shall maintain and keep up to date the Specification (Schedule 3) throughout the Contract Period. Any material amendment to the Specification (Schedule 3) shall be subject to the Contract Change Procedures and may lead to an adjustment to the Pricing Schedule or any of the prices in Annex 1 in Schedule 7.
- 3.5. Subject to requirements of Regulation 72 of the Public Contract Regulations 2015 and clause 5 of this Framework Agreement the Customer reserves the right to amend or refine the Specification (Schedule 3) prior to undertaking each Call Off Contract to incorporate continuous improvement, lessons learnt from previous delivery, and any other factor relevant to the delivery of Services, including but not limited to:
 - 3.5.1. the quality assurance requirements;
 - 3.5.2. other models or provisions of delivery;
 - 3.5.3. the digital platform requirement;
 - 3.5.4. opportunities to increase synergies with interdependent programmes and other policies including, but not limited to, National Roll-Out of the Early Career Framework, Teaching School Hubs, the Institute of Teaching and Initial Teacher Training.
- 3.6. In addition to providing the Service Requirements under Orders, Contractors shall also comply with the general obligations of being a Contractor on the Framework Agreement which include, but are not limited to:
 - 3.6.1. attend monthly Framework Agreement management meetings;
 - 3.6.2. contribute to an annual review;
 - 3.6.3. reply to Requests for Information;
 - 3.6.4. target and recruit School funded Participants; and
 - 3.6.5. Social Value.

4. ORDERING PROCEDURES

- 4.1. The Customer and Contractor shall enter into a Call Off Contract (Schedule 2) for a specified period and Orders for individual pieces of work during the duration of the Call Off Contract shall be placed in accordance with the Ordering Procedures (Schedule 4). The Contractor shall not accept an Order except in accordance with the Ordering Procedures.
- 4.2. At its absolute discretion, the Department may enter into a Call Off Contract in relation to multiple annual cohorts or enter into separate Call Off Contracts in relation to annual cohorts.
- 4.3. The Contractor shall enter into a Call Off Contract for the Set Up of the Services in accordance with the Ordering Procedures and the Service Requirements set out in Schedule 3.
- 4.4. The Contractor shall ensure it informs the Department of all Orders placed by Schools.

5. CHANGES TO THIS FRAMEWORK AGREEMENT

- 5.1. No amendment to the provisions of this Framework Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 5.2. For these purposes a "Change" shall include any amendment to this Framework Agreement and any material amendments to the Specification (Schedule 3) subject to such Changes coming within the scope of the contract modification provisions in Regulation 72 of the Public Contracts Regulations 2015. For each Change that is agreed by the Department and the Contractor pursuant to this clause 5, this Framework Agreement or the Specification (Schedule 3) shall be amended to the extent necessary to give effect to that Change. Unless and until such amendment is made in accordance with this clause 5, no Change shall be considered effective, and this Framework Agreement and the Specification (Schedule 3) shall not in any way be considered to have been varied.
- 5.3. In the event that a Change is implemented and the Change has an effect on the relevant Model Call Off Contract (Schedule 2), the relevant Model Call Off Contract shall be amended accordingly.
- 5.4. To the extent that a Change affects Call Off Contracts that the Parties have already entered into prior to the Change, the Contractor and the Department shall adhere to the procedure for contract change set out in the relevant Call Off Contract.
- 5.5. The Department anticipates that Changes may be required during the Contract Period in regards to paragraph 3.5.
- 5.6. The Department reserves the right to amend the relevant Model Call Off Contract to accommodate any future requirements.

6. COMMUNICATIONS

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

7. CONTRACT PERIOD, TERMINATION AND SUSPENSION

Contract Period

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

Termination

- 7.2. The Department may at any time by notice in writing terminate this Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if:
 - 7.2.1 there is a change of control, as defined by Section 1124 of the Corporation Tax Act 2010, in the Contractor or its Parent Company where the proposed new owner has:
 - 7.2.1.1 been convicted of a criminal offence relating to the conduct of its business or profession including but not limited to under the Bribery Act 2010; or
 - 7.2.1.2 committed an act of grave misconduct in the course of its business or profession; or

- 7.2.1.3 failed to comply with any obligations relating to the payment of any taxes or social security contributions; or
- 7.2.1.3 made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- 7.2.1.4 failed to obtain any necessary licences or membership of any relevant body; or
- 7.2.1.5 the Contractor being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or
- 7.2.1.7. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Contractor or the Parent Company), or a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

- 7.3 The circumstances detailed in clause 9.3.1 (Failure to remedy breach of warranty) or clause 9.3.2 (A breach of clause 9.1.5) arise.
- 7.4 The Department may at any time by notice in writing terminate this Framework Agreement immediately if the Contractor is in material default of any obligation under this Framework Agreement and:
 - 7.4.1 the material default is capable of remedy and the Contractor shall have failed to remedy the material default within thirty (30) Days of written notice to the Contractor specifying the material default and requiring its remedy; or
 - 7.4.2 the material default is not capable of remedy.
- 7.5 The Contractor shall promptly notify the Department in writing on each occasion of the occurrence of any of the events specified in clause 7.2.
- 7.6 If any funding, including but not limited to the funding of Early Career Framework (ECF) and National Professional Qualifications (NPQ) Framework 2022, from government or other sources for the provision of the Services, or for a programme or project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that this Framework Agreement cannot reasonably continue the Department may terminate the Framework Agreement by serving a minimum of 3 months' written notice on the Contractor.

- 7.7 The Department may, in any event, terminate this Framework by serving a minimum of 6 months' written notice on the Contractor.
- 7.8 The termination of this Framework Agreement shall be without prejudice to any rights of either Party that shall have accrued before the date of such termination.
- 7.9 The termination of this Framework Agreement will not terminate any Call Off Contracts that have been awarded under the Framework Agreement as set out in clause 8.2.

Suspension

- 7.10 The Department may at any time by notice in writing suspend the Contractor from this Framework Agreement in the circumstances set out in clause 7.11, such suspension to take effect as from the date specified in such notice and to take effect until such time as the material defect has been remedied by the Contractor, to the Department's satisfaction or the Department terminates this Framework Agreement in accordance with clause 7.4.
- 7.11 Where the Contractor's performance of the Services under any Call Off Contract falls below the following standards:
- 7.11.1 where the Contractor has failed to achieve any of the Milestones included in a Set Up Call Off Contract;
 - 7.11.2 where the Minimum Recruitment Targets as set out in any Call Off Contract have not been met;
 - 7.11.3 where remedial action(s) as a consequence of a Service Failure in any Call Off Contract, has been invoked; and/or
 - 7.11.4 where the Contractor has an unresolved Quality Failure remedy in any Call Off Contract.

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

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

8. CONSEQUENCES OF TERMINATION SUSPENSION AND EXPIRY

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

9. WARRANTIES AND REPRESENTATIONS

- 9.1. The Contractor warrants and represents that:
- 9.1.1. it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Framework Agreement and that this Framework Agreement is executed by a duly authorised representative of the Contractor;

- 9.1.2. as at the Contract Commencement Date of this Framework Agreement, all information contained in its final Tender remains true, accurate, and not misleading save as may have been specifically disclosed in writing to the Department prior to the execution of this Framework Agreement;
- 9.1.3. this Framework Agreement shall be performed in compliance with all Legislation as amended from time to time;
- 9.1.4. it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) into systems, data, software or Confidential information (held in electronic form) owned by or under the control of, or used by, the Department;
- 9.1.5. on behalf of itself and its Affiliates or Parent Company, in the three (3) years prior to the Contract Commencement Date of this Framework Agreement and continuing throughout the Contract Period:
 - 9.1.5.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 9.1.5.2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established.
- 9.2. It has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
- 9.3. The Contractor acknowledges that:
 - 9.3.1. any breach of the warranties in clause 9.1 (other than a breach of clause 9.1.5) shall be remedied as a matter of urgency at no cost to the Department. Failure to remedy the breach (if capable of remedy) so as to comply with clause 9.1 within five (5) Working Days of a notice served on the Contractor specifying the breach and requiring its remedy by the Department shall constitute a material breach of this Framework Agreement entitling the Department to terminate in accordance with clause 7.4; and
 - 9.3.2. a breach of its obligations in clause 9.1.5 shall afford the Department the right to immediately terminate this Framework Agreement without liability or payment of any charges or costs whatsoever.
- 9.4. Except as expressly stated in this Framework Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.
- 9.5. The Contractor and the Department each warrant to the other that they have undertaken all requisite corporate and other action to approve the entering into and performance of this Framework Agreement.

10. LIABILITY

- 10.1. Subject to clauses 10.2, 10.3 and 10.4 the Parties shall be liable to each other for Direct Losses, whether in respect of breach of contract, misrepresentation, negligence or otherwise.
- 10.2. Nothing in this Framework Agreement shall limit or exclude a Party's liability for:
 - 10.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or Sub-Contractors;
 - 10.2.2. fraud or fraudulent misrepresentation; or

- 10.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.3. Neither Party to this Framework Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Framework Agreement.
- 10.4. For the avoidance of doubt the provisions of clause 10.3 shall not be taken as limiting the right of the Department to claim for:
 - 10.4.1. any additional operational and/or administrative costs and expenses arising as a direct consequence of a breach;
 - 10.4.2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Department arising as a direct consequence of a breach.
- 10.5. Each Party's aggregate liability under clause 10.1 for the Contract Period shall be limited to five hundred thousand pounds (£500, 000).
- 11. GUARANTEE**
- 11.1. The Contractor shall procure the execution on or before the date of the first of any Call Off Contracts made under this Framework Agreement, a Guarantee by the Guarantor in favour of the Department substantially in the form annexed at Schedule 9 (Parent Company Guarantee) to secure the due performance by the Contractor of its obligations to the Department under all Call Off Contracts awarded under this Framework Agreement.
- 12. DATA PROTECTION**
- 12.1. The Contractor shall comply at all times with the data protection requirements as set out in the Model Call Off Contract.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1. The Contractor shall comply at all times with the Intellectual Property Rights as set out in the Model Call Off Contract.
- 14. CONFIDENTIALITY**
- 14.1. The Department and the Contractor acknowledge that any Confidential Information originating from:
 - 14.1.1. the Department, their servants or agents is the property of the Department; and
 - 14.1.2. the Contractor, its employees, servants or agents is the property of the Contractor.
- 14.2. The Contractor and the Department shall procure that:
 - 14.2.1. any person employed or engaged by them shall only use Confidential Information for the purposes of this Framework Agreement and shall only disclose any Confidential Information to any third party with the prior written consent of the originator of that Confidential Information;
 - 14.2.2. any person employed or engaged by them in connection with this Framework Agreement shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the originator of that Confidential Information;
 - 14.2.3. they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Framework Agreement by their employees, servants, agents or Sub-Contractors;

- 14.2.4. without prejudice to the generality of the foregoing neither they nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.
- 14.3. The provisions of clause 14.1 and clause 14.2 shall not apply to any information which:
 - 14.3.1. is or becomes public knowledge other than by breach of this clause 14; or
 - 14.3.2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
 - 14.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 14.3.4. is independently developed without access to the Confidential Information; or
 - 14.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 14.4. Nothing in this clause 14 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Contractor:
 - 14.4.1. to any department, office or agency of Her Majesty's Government;
 - 14.4.2. to any consultant, Contractor or other person engaged by the Department in connection herewith, provided that the Department shall have required that such information be treated as confidential by such consultant, Contractor or other person, together with their servants, including requiring servants to enter into a confidentiality agreement (to which the Contractor shall also be a Party) prior to disclosure of the Confidential Information whereupon the Department shall have no further liability for breach of confidentiality in respect of consultants, Contractors or other people.
- 14.5. Nothing in this clause 14 shall prevent the Contractor or the Department from using data processing techniques, ideas and know how gained during the performance of this Framework Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Department or the Contractor of any Intellectual Property Rights.

15. NOT USED

16. DISPUTE RESOLUTION

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

17. RECOVERY OF SUMS DUE

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

18. DISCRIMINATION

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

19. CORRUPT GIFTS

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

20. TRANSFER AND SUB-CONTRACTING

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

21. RIGHTS OF THIRD PARTIES

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

22. AUDIT

- 22.1. The Contractor shall document, implement and comply with processes, and keep or cause to be kept full and accurate Records, such that the Department (or their statutory auditors or authorised agents) may verify that the Contractor has complied and is complying with its obligations under this Framework Agreement.
- 22.2. The Contractor shall grant to the Department, any statutory auditors of the Department and any authorised agents of the Department or of its statutory auditors, the right of reasonable access to any premises of the Contractor which are used in connection with the performance of the Contractor's responsibilities and obligations under this Framework Agreement, together with a right to reasonable access to all Records.

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

23. FREEDOM OF INFORMATION

- 23.1. The Contractor acknowledges that the Department is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.
- 23.2. The Contractor shall and shall procure that its Sub-Contractors shall:
- 23.2.1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 23.2.2. provide the Department with a copy of all Information in its possession, or power in the form that the Department require within five (5) Working Days (or such other period as the Department may specify) of the Department's request; and
 - 23.2.3. provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 23.3. The Department shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 23.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 23.5. The Contractor acknowledges that the Department may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA, be obliged to disclose Information without consulting or obtaining consent from the Contractor, or despite having taken the Contractor's views into account.
- 23.6. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such Records as requested from time to time.

24. PERFORMANCE MANAGEMENT AND QUALITY ASSURANCE

24.1. Performance Management

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

24.2. Quality Management

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

25. STATUTORY INVALIDITY

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

26. FRAUD AND IRREGULARITY

- 26.1. The Contractor shall notify the Department immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Services including but not limited to cases of:
 - 26.1.1. collusion with employees of the Department;
 - 26.1.2. computer fraud;

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

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

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

27. SEVERABILITY

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

28. WAIVER

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

29. NON-EXCLUSIVITY AND CONTRACTOR STATUS

- 29.1. This Framework Agreement is non-exclusive and the Department shall:
 - 29.1.1. at all times be entitled to enter into contracts for Services that are similar to or the same as the Services as set out in Schedule 3 with suppliers other than the Contractors who have been appointed to the Framework Agreement;
 - 29.1.2. at all times be entitled to procure contracts and/or framework agreements for Services that are similar to or the same as the Services as set out in Schedule 3 to operate in parallel with or to replace the Framework Agreement;

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

30. LAW AND JURISDICTION

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

31. ENTIRE AGREEMENT

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

32. PUBLICITY AND PROMOTION

- 32.1. Subject to clause 14 and without prejudice to the Department's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall, by itself, its employees or agents (and each Party shall procure that none of its Sub-Contractors shall) communicate with representatives of the press, television, internet, radio or other communications media concerning the Framework Agreement, or any Call Off Contract, or any part thereof in any way, except with the written consent of the other Party.
- 32.2. The Contractor shall use reasonable endeavours to ensure its Contractor Staff comply with clause 32.1.
- 32.3. The Contractor shall not itself, and shall procure that Consortium Members shall not, use the Department's name, brand or any Department Trade Mark or the personal data of the Department to sell, promote, market or publicise the Contractor's other programmes, courses, Services or other activities.

- 32.4. Subject to clause 14, the Department may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.
- 32.5. All marketing spend relating to the Framework and any subsequent Call Off Contract is subject to approval from the Cabinet Office. The Contractor follows the processes and procedures set out in section 6A paragraph 7 of the Specification in respect of seeking approvals relating to communications and marketing.
- 32.6. The Contractor must comply with any amendments to the marketing activity that are required by the Department and/or the Cabinet Office.
- 32.7. The Contractor will not be paid separately for any marketing spend and any related costs are included within the Framework Agreement Prices.

33. ORDERS PLACED BY SCHOOLS (LOTS 2, 3 and 4 ONLY)

- 33.1. Framework Agreement will be accessible to Participants from Schools who do not meet the Scholarship Funding Criteria outlined in Table 19 of the Specification.
- 33.2. Schools shall award Orders in accordance with procedures set out in Schedule 4 of the Framework Agreement.
- 33.3. Contractors are permitted to market their Services to Schools and Participants directly.
- 33.4. Contractors shall not deliver Services (or similar Services) set out in this Framework Agreement to a School unless they have a Call Off Contract to do so and such Services for Schools shall be performed in accordance with the provisions of this Framework Agreement and not otherwise.
- 33.5. Schools undertaking Call Offs, will determine the KPIs and SLAs appropriate for the School Call Off. Contractors shall ensure they report the same level of Management Information relating to School Call Offs as it does for the Department Call Offs.
- 33.6. Contractors must not accept an Order from a School until after they have been awarded the first Department delivery Call Off as described in the Specification.
- 33.7. For each School Call Off, the Contractor shall develop and deliver a School Delivery Plan. The scope and content of the School Delivery Plan shall be proportionate to the service requirements specified in the School Call Off Order. The Contractor shall submit their School Delivery Plan with the Quotation it submits to the School.
- 33.8. The Contractor shall not charge any additional fees or charges to any School or Participant as part of a School Call Off. Payments shall be made in accordance with Schedule 2: Part 1 of the Call Off Contract.
- 33.9. The Contractor acknowledges that Schools are independently responsible for the conduct of its award of an Order under the Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever and that the Contractor shall hold the Department harmless in relation to:
 - 33.9.1. the conduct of a School in relation to the Framework Agreement; or
 - 33.9.2. the performance or non-performance of any of the Services between the Contractor and the School entered into pursuant to the Framework Agreement.
- 33.10. The Contractor confirms with the School that they have agreed to the Department's Terms of Access prior to accepting an Order from a School that wishes to award a Call Off Contract.

AS WITNESS the hands of the Parties:

Authorised to sign for and on behalf of [REDACTED]

Signature:

Name in CAPITALS:

Position in Organisation:

Address in full:

Date:

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

Signature:

Name in CAPITALS:

Position in Organisation:

Address in full:

Date:

SCHEDULE 1 - DEFINITIONS

Additional Clauses	means the clauses set out in Schedule 3 (Additional Clauses) of the Model Call Off Contract;
Affiliate	in relation to any person, the holding company or subsidiary of that person or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 and Schedule 6 of the Companies Act 2006;
Appropriate Body	has the meaning given in the Education (Induction Arrangements for School Teachers) (England) Regulations 2012 and refers to a body with responsibility under those regulations for certifying that an Early Career Teacher has successfully completed their induction period;
Call Off Contract	the Model Call Off Contract set out in Schedule 2;
Central Government Body	means a body listed in one of the following sub-categories of the central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office of National Statistics; <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-ministerial Department; or (d) Executive Agency;
Change	any change as set out in clause 5.2 (Changes to this Framework Agreement);
Charges	means the charges payable by the Customer for the performance of the Ordered Services by the Contractor as set out in the Order and payable in accordance with the Model Call Off Contract;
Cohort	means a group of Participants that are undertaking an NPQ or the Early Headship Coaching Offer for New Head Teachers;
Cohort Commencement Date	means the date that the Participant(s) commence their induction. If the Order covers more than one Cohort, it shall be the date that the first Cohort commences;
Cohort Window	means the period of time between starting and completing an NPQ or the Early Headship Coaching Offer for New Head Teachers;
Contract Commencement Date	means 14/04/2022 or such other date agreed in writing by the Parties that this Framework Agreement is signed;
Communications and Marketing Plan	means the communication and marketing plan that the Contractor is required to complete at each Call Off, evidencing alignment with the requirement set out in the Communications and Marketing section of the Schedule 3 (Specification);

Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of either Party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
Consortium Members	means any organisation that was part of the group which was led by the Contractor that tendered to be appointed to the Framework Agreement;
Contract Change Notice (CCN)	means a Contract Change Notice in the form set out at the Annex 1 to Schedule 5 (Contract Change Procedure);
Contract Change Procedures	means the procedures specified in Schedule 5 (Contract Change Procedure) for making changes to this Framework Agreement;
Contract Period	means the term of this Framework Agreement as set out in clause 7, unless terminated earlier in accordance with the provisions of clauses 7.2 or 7.4;
Crown Body	means any department, office or agency of the Crown;
Customer	means an organisation that places an Order for Services under this Framework Agreement which shall be the Department and/or a School;
Delivery Plan	means the delivery plan submitted by the Contractor in accordance with the Quotation Procedure and as set out more particularly in Section 6A paragraph 2.5 of Schedule 3 (Specification);
Department	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
Department Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by the Department;
Departmental Framework	means any other existing Framework Agreement awarded by the Department for Education that the Contractor is a Provider on;
Direct Losses	means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), loss of use, proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
Dispute	any difference or disagreement between the Department and the Contractor arising out of or in connection with this Framework Agreement (including any question as to the validity or interpretation of this Framework Agreement and including any disagreement arising before or after termination of this Framework Agreement);

Environmental Information Regulations (EIR)	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
European Economic Area	from time to time the European Economic Area as created by The Agreement on the European Economic Area 1992 or any successor or replacement body, association, entity or organisation which has assumed either or both the function and responsibilities of the European Economic Area;
Expiry Date	means 13/04/2028 or such other date agreed in writing by the Parties;
Financial Distress Event	the occurrence of one or more of the events listed in paragraph 3.1 of Schedule 8 (Financial Distress);
Framework Agreement	means this Framework Agreement, comprised of the clauses and Schedules;
Framework Manager	means a representative of either Party responsible for ensuring the Parties are performing their obligations under this Framework Agreement, until notified otherwise in writing the Department's Framework Manager shall be [REDACTED];
Framework Agreement Prices	the Prices set out in Table 2 and Table 3 of Annex 1 Schedule 7;
FOIA	means the Freedom of Information Act 2000 and any subordinate Legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Legislation;
Further Competition	means a competitive procedure for awarding Call Off Contracts under the Framework Agreement as described in Schedule 4;
General Data Protection Regulation (GDPR)	means the General Data Protection Regulation (Regulation (EU) 2016/679);
Good Industry Practice	that degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Contractor) or any Sub-Contractor under the same or similar circumstances;
Guarantee	an agreement in the form set out at Schedule 9 entered into in accordance with clause 11;
Guarantor	the Party identified as such in the Guarantee;
Her Majesty's Government	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;

Indirect Losses	means loss of profits, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Intellectual Property Rights (IPR)	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
KPIs	Means the Key Performance Indicators used to measure the performance of this Framework Agreement;
LED	means Law Enforcement Directive (Directive (EU) 2016/680);
Legislation	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate laws or notice of any Regulatory Body;
Management Information or MI	means the information and data collated by the Provider to evidence performance against the various milestones and performance measures defined in the Service Specification, Framework Agreement and/or Call Off Contract, and submitted to the Department in the requested format;
Milestone	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Contractor is required to meet, achieve, complete or deliver by a stated date;
Milestone Date	means the date by which the Contractor shall achieve the related Milestone;
Model Call Off Contract	means the Model Call Off Contracts in Schedule 2 which specify the terms and conditions for Call Off Contracts (as such may be amended from time to time);
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 Document 2 – Specification paragraph of this Invitation To Tender;
NPQs	means the full suite of National Professional Qualifications;
Open Government Licence	means a copyright licence published by the UK government;
Order	means an order for Services served by the Customer on the Contractor in accordance with the Ordering Procedures;

Ordered Services	means any Services available under this Framework Agreement the Customer has instructed the Contractor to carry out under the terms of a Call Off Contract by means of a valid Order placed in accordance with the Ordering Procedures;
Output Based Performance Payments	means payments made on achievement of outputs;
Ordering Procedures	means the procedures specified in clause 4 of this Framework Agreement;
Parent Company	means a company that has a controlling interest in another company;
Payment Method	means the chosen way of paying a Contractor by a School for an Order, specified by the School at the Quotation Procedure stage;
Price Per Participant	means the price set per Participant for each NPQ or Early Headship Coaching Offer for New Head Teachers;
Protective Measures	means appropriate technical and organisational measures which may include, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal Data can be restored in a timely manner after an incident, and regularly assessing an evaluating the effectiveness of the such measures adopted by it;
Qualifying Change in Law	means:- <ul style="list-style-type: none"> (a) any Change in Law which specifically refers to the provision of a service the same as or similar to the Services; or (b) a Change in Law the terms of which apply expressly to the Project and to similar projects and/or the Contractor and not to other persons; which was not foreseeable at the Contract Commencement Date;
Quality Assurance	means how the Department or its representatives will measure the Contractor's performance in developing and delivering the training programme;
Quality Assurance Framework	means the documents that set out quality requirements and processes that the Contractor shall comply with when delivering the services;
Quality Assurance Function	means the external body appointed by the Department to monitor quality assurance delivery in accordance with section 1 paragraph 12 of the Specification;
Quality Failure	means where Quality Assurance processes have identified a failure to adhere to the Quality Framework or any other failure to meet the quality requirements set out in the Call Off Contract;
Quotation	means the Contractor's offer to undertake a Call Off Contract;
Quotation Procedure	means the procedure set out in Schedule 4;

Ranking	means the ranking of the Contractor as set out in Schedule 6;
Records	means such full and accurate records as are required to be kept by the Contractor to satisfy the requirements of clause 22 (Audit);
Recruitment Targets	means the targets set out in the Call Off Contract;
Regulatory Bodies	means those Government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Department and “Regulatory Body” shall be construed accordingly;
Reporting Period	means the period that occurs every calendar month from 25 th of each month to the 24 th of the following month and will commence on the Contract Commencement Date;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Scholarship Funding	means funding provided by the Department to enable Participants to undertake an NPQ;
Scholarship Funding Criteria	means the criteria that determines whether a Participant is eligible for Scholarship Funding;
School	means an organisation that meets with the criteria set out in Schedule 13 that can access the Services of this Framework Agreement;
School Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by a School;
School Delivery Plan	means the Delivery Plan submitted by the Contractor in accordance with the Quotation Procedure that applies to School Call Offs;
Service Failure	means the failure of the Contractor to meet SLAs, KPIs and Milestones as described in this contract;
Services and Service Requirements	means the Services specified in Schedule 3 (the Specification) that the Contractor shall make available to the Customers in accordance with this Framework Agreement;
SLA	means Service Level Agreement;
SME	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
Specification	means the specification of Services being offered to the Customer by the Contractor under this Framework Agreement as included in this Framework Agreement at Schedule 3;
Sub-Contractor	means any contractor selected, appointed and managed by the Contractor. The terms “Sub-Contract” and “Sub-Contracting” shall be similarly construed;

Teacher	means a teacher, new head teacher, leader, head teacher or person who undertakes an NPQ;
Termination Date	shall mean the date on which the Framework Agreement terminates before the end of its intended Contract Period, in accordance with the terms of the Framework Agreement;
Terms of Access	means the agreement between the Department and a School which applies when a School wishes to access the Framework Agreement;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 into English law;
Variation	A change to the terms of this Contract agreed in accordance with Schedule 5;
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales.

SCHEDULE 2 – MODEL CALL OFF CONTRACT

Attached as a separate appendix.

SCHEDULE 3 – SPECIFICATION



**Department
for Education**

DOCUMENT 2

BACKGROUND & SERVICE REQUIREMENT (SPECIFICATION)

EARLY CAREER FRAMEWORK AND NATIONAL PROFESSIONAL QUALIFICATIONS FRAMEWORK 2022

REFERENCE: ITT_974

SECTION 1: NPQ BACKGROUND

1. Context

- 1.1 Teachers, leaders and great leadership are the foundation of the education system. At the heart of great teaching and great leadership is a shared, evidence-informed understanding of what works.
- 1.2 The Department is transforming the training and support available for teachers and leaders at all stages of their career, including current and aspiring leaders of Early Years provision. This will help ensure that every child in every nursery, classroom and school gets a world-class start in life. By increasing and improving the development opportunities and career pathways available, these reforms also aim to make teaching a more attractive long-term career.
- 1.3 The 2019 [Teacher Recruitment and Retention Strategy](#) set out a range of commitments intended to ensure that teaching remains an attractive, sustainable and rewarding career path.
- 1.4 Building on this, the Department's priority is to help all teachers and leaders continuously develop their knowledge and skills throughout their careers.
- 1.5 The National Professional Qualifications (NPQs) provide training and support for teachers and school leaders at all levels, from those who want to develop expertise in high-quality teaching practice. The NPQ frameworks continue the robust method of design and development, building on the evidence base and expert guidance already established in the ECF and the ITT Core Content Framework. They complete the golden thread, running from initial teacher training through to school leadership, rooting teacher and school leader development in the best available evidence and collective wisdom of the profession.
- 1.6 Three specialist NPQs in Leading Teaching, Leading Behaviour and Culture, and Leading Teacher Development have been developed, and the Department also reviewed the full current suite of Leadership NPQs to ensure that they cover the specific knowledge and skills that school leaders need for the future. These reformed NPQs were made available to the sector from Autumn 2021.
- 1.7 To ensure NPQs continue to offer the best possible support and training to teachers and leaders wanting to expand their knowledge and skills, and as part of the government's plans to boost education recovery, the Department is adding two further NPQs to the suite: a specialist NPQ for Leading Literacy, and a leadership NPQ for Early Years Leadership.
- 1.8 The package of reforms will create a shared understanding of high-quality training and development, based on a consistent, evidence-informed understanding of what works. This understanding will start with Early Years provision and will be consistent throughout different phases of the school system. The NPQ training and development programmes are underpinned by carefully aligned frameworks, some of which build on one another as a teacher or leader progresses their career and which are delivered by experts in the education system.

2. The Suite of NPQs

- 2.1 NPQs are a voluntary suite of qualifications, already widely recognised by the sector and regarded as a set of prestigious professional qualifications. They have to date been designed to support the professional development of teachers and leaders in schools, including the

addition of the NPQ for Leading Literacy and the Department is now expanding the NPQ offer to include leaders in the Early Years sector.

2.2 The reformed suite of NPQs comprises of the following qualifications:

Table 1: Reformed suite of NPQs		
	Qualification	Target audience
Specialist NPQs	NPQ for Leading Teaching (NPQLT)	For Participants who have, or are aspiring to have, responsibilities for leading teaching in a subject, year group, key stage or phase.
	NPQ for Leading Behaviour and Culture (NPQLBC)	For Participants who have, or are aspiring to have, responsibilities for leading behaviour and/or supporting pupil wellbeing in their school.
	NPQ for Leading Teacher Development (NPQLTD)	For Participants who have, or are aspiring to have, responsibilities for leading the development of other teachers in their school. They may have responsibilities for the development of all teachers across a school or specifically trainees or teachers who are early in their career.
	NPQ for Leading Literacy (NPQLL)	For Participants who have, or are aspiring to have, responsibilities for leading Literacy across a school, year group, key stage, or phase.
Leadership NPQs	NPQ for Senior Leadership (NPQSL)	For Participants who are, or are aspiring to be, a senior leader with cross school responsibilities.
	NPQ for Headship (NPQH)	For Participants who are, or are aspiring to be, a head teacher or head of school with responsibility for leading a school.
	NPQ for Executive Leadership (NPQEL)	For Participants who are, or are aspiring to be, an executive head teacher or have a school trust Chief Executive Officer (CEO) role with responsibility for leading several schools.
	NPQ for Early Years Leadership (NPQEYL)	For Participants qualified to at least Level 3 with a full and relevant qualification* who are, or aspiring to be, managers of Private, Voluntary and Independent nurseries, headteachers of school-based or maintained nurseries, or childminders with leadership responsibilities.

*‘Full and relevant qualifications’ are defined as qualifications that demonstrate depth and level of learning appropriate to specified outcomes of full Early Years, childcare or playwork qualifications. The qualification should have valid, reliable assessment and awarding procedures and must include an element of assessed performance evidence.

3. NPQ Content Frameworks

- 3.1 The Department has developed and published an NPQ Content Framework for each qualification, specifying the mandated requirements as to what the curricula of the NPQ training should cover whilst ensuring fidelity to the NPQ Content Framework. The NPQ Content Frameworks can be found here:
<https://www.gov.uk/government/publications/national-professional-qualificationsframeworks-from-september-2021>
- 3.2 The NPQ Content Frameworks are relevant to teachers and leaders in both primary and secondary phases. The NPQ Content Framework for Early Years Leadership is relevant to leaders in both Private, Voluntary and Independent (PVI) nurseries and school-based nurseries, as well as childminders with leadership responsibilities.
- 3.3 The Content Frameworks have also been designed to ensure they support all pupils to succeed in both mainstream and specialist settings. This includes those pupils identified within the four areas of need set out in the Special Educational Needs and Disability (SEND) code of practice¹, and children in need of help and protection as identified in the Children in Need Review².
- 3.4 The curriculum content developed by Providers must cover all the knowledge and skills included in the NPQ Content Framework. Providers must ensure fidelity to the Content Frameworks within their course material by including, and expanding on, all 'Learn that' and 'Learn how to' statements, drawing on, and making reference to, the evidence base cited in the Frameworks. However, the actual structure and how the content will be delivered, is for the Provider to design and determine.
- 3.5 For NPQSL, NPQH and NPQEL, while it is still expected that all statements in the NPQ Content Frameworks will be covered, the experience of the Participants may lead Providers to particularly focus on the 'learn how to' columns when covering the first four sections (school/trust culture, teaching, curriculum and assessment, and behaviour).
- 3.6 For the NPQEYL, while it is still expected that all statements in the Content Framework will be covered, the experience of Early Years leaders may lead Providers to particularly focus on the 'learn how to' column when covering the 'child development, curriculum and assessment' section.
- 3.7 The assessment process for NPQs has been designed to minimise the workload burden on Participants while still providing an opportunity for them to apply their knowledge. To pass the courses, Participants will need to engage with at least 90% of the course (exact requirements to be determined by the Provider) and pass one Summative Assessment.
- 3.8 In addition to the reformed suite of NPQs, the Department has introduced the Early Headship Coaching Offer for New Head Teachers an £800 per eligible head teacher top-up payment in respect of the NPQH for providers to design and deliver an Early Headship Coaching Offer for New Head Teachers who have taken the NPQH or will be taking the NPQH in their first five years in role. This is a targeted package of support tailored to the needs of Participants new to the role of headship when they are at their least experienced and most at risk of leaving the profession.

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

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

- 3.9 The aim of the Early Headship Coaching Offer for New Head Teachers is to provide structured, unassessed face-to-face support based on the best available evidence about what makes an effective head teacher. This may include, but is not limited to, group coaching and expert led one-to-one conversations. Challenges new head teachers face are varied; evidence shows that support is more effective when tailored to the needs and context of the head teacher.
- 3.10 Providers appointed to this Framework Agreement are required to design the Early Headship Coaching Offer for New Head Teachers and set a clear, coherent mechanism to ensure that it is available both to those who have completed or started the NPQH prior to taking up their first head teacher role, and those who are in their first five years of headship.

4. Teaching Schools Hubs

- 4.1 The Department's 2019 Teacher Recruitment and Retention Strategy committed to improving support for all teachers, ensuring that they receive high quality training and development at every stage of their career – from Initial Teacher Training through to school leadership. At the heart of this new system are Teaching School Hubs (TSHs). TSHs have a dedicated focus on teacher training and development, recognising the development of teacher expertise as the most important form of school improvement.
- 4.2 TSHs currently play a significant role in NPQ delivery. The delivery model outlined at section 1 paragraph 7, provides further detail of how TSHs form part of the Lead Provider's supply chain.
- 4.3 In addition to NPQ delivery, TSHs also deliver school-based ITT, and quality assure statutory induction through an appropriate body role. Their clearly defined role in teacher development makes it easier for schools, teachers and leaders to identify what opportunities and support are available to them. Some TSHs also deliver other high-quality evidence based CPD that focusses on developing quality teaching across the country.

5. Institute of Teaching

- 5.1 The Teacher Recruitment and Retention Strategy outlined the Department's commitment to improving training opportunities at every stage of the teacher career journey. We need a strong delivery infrastructure to provide a world-class development offer for teachers. To support this, alongside Teaching School Hubs, we are in the process of procuring a contractor to establish and operate a new Institute of Teaching ("the Institute"), which will be central to this infrastructure.
- 5.2 It will be built on and further develop the best provision in the system, and will deliver across at least four regional Campuses from September 2022, subject to the outcome of the Spending Review. It will innovate and exemplify delivery of the 'golden thread' of teacher development, encompassing the new Initial Teacher Training Core Content Framework, Early Career Framework (ECF), the full suite of National Professional Qualifications (NPQs) and be the sole provider of the National Leaders of Education (NLE) development programme. The Institute will also have a role in building and sharing best practice in teacher development.
- 5.3 As the Institute of Teaching will be the flagship teacher training and development provider, it is anticipated that, subject to satisfying the relevant call off process under the Institute of Teaching Framework Agreement, performance and funding availability, it will be given first preference by the Department when commissioning Department funded NPQ delivery volumes.

6. Delivery Framework Lots

Under the ECF and NPQ Delivery Framework the Services will comprise 4 Lots (the “Lots”):

Table 2: Delivery Framework Lots	
Lot 1 ECF	to deliver the ECF from September 2022.
Lot 2 reformed suite of NPQs	to design and/or deliver the six reformed NPQs as launched in 2021, from October 2022.
Lot 3 NPQ for Early Years Leadership and NPQ for Leading Literacy	to design and deliver the new additional NPQs from October 2022.
Lot 4 Future Services	to design and deliver new and additional Services to strengthen leadership across the sector, improve capacity and support teacher development objectives.

7. Delivery Model Overview

Lots 2 – 3 (NPQ)

- 7.1 Providers will be responsible for designing and delivering the required Services for the Lots they are appointed to. Further detail of what each Lot consists of can be found in the relevant sections of this ITT.
- 7.2 Providers can build capacity in either the design and/or delivery aspect of the NPQs through appointing specialist partner organisations (Delivery Partners) to design and deliver the curriculum content and deliver the Assessment Function. The NPQ Assessment Function relates to the marking of Summative Assessment and completion of feedback and moderation as outlined in section 6C paragraphs 3.14 to 3.36 of the Service Requirements below.
- 7.3 Providers can deliver the range of Services in partnership with Delivery Partners. It is envisaged that these Delivery Partners may include TSHs, Multi-Academy Trusts (“MATs”), other high performing schools, school networks and high-quality education services providers.
- 7.4 The Department envisages that Delivery Partners will:
 - 7.4.1 partner with the Lead Provider, ensuring the design and delivery of qualifications and programmes is high quality and consistent;
 - 7.4.2 contribute towards the recruitment of Participants;
 - 7.4.3 work flexibly with the Lead Provider, leading or contributing expertise to the design of content and delivery, enabling best practice on the ground and local contexts to be considered;
 - 7.4.4 deliver qualifications and training;
 - 7.4.5 collaborate with other Delivery Partners to ensure coherency of the training offer;
 - 7.4.6 undertake regular reviews of their delivery in line with the quality assurance strategy and contractual obligation of the Lead Provider;

- 7.4.7 supply timely data and Management Information to the Lead Provider;
 - 7.4.8 ensure Participants understand and complete NPQ assessment requirements (NPQ Lots only);
 - 7.4.9 ensure that, where they are delivering the Assessment Function (Lots 2 and 3 NPQ only), the Delivery Partner will instigate processes and measures to ensure there is a separation of duties between the delivery of the Assessment Function and the delivery of content to ensure there is no risk of actual or perceived conflict of interest in the operation of these two roles.
- 7.5 Delivery Partners must have the specific expertise to enable them to support the Lead Provider in:
- 7.5.1 designing the curriculum content and/or;
 - 7.5.2 deliver high quality training to Participants and/or;
 - 7.5.3 administering assessment.
- 7.6 Delivery Partners must meet the minimum selection criteria set out in Table 3 in section 6A of the Service Requirements.
- 7.7 The Department recognises that Providers may need time to build their capacity and develop their Delivery Partner network over the term of the Framework Agreement. Therefore, the Department has designed the Framework to allow increased flexibility for the Provider to adjust the composition of their supply chains for each Call Off Contract.
- 7.8 Providers will ensure that Delivery Partners are sufficiently trained to deliver the designed content and will ensure they are engaged in the curriculum design process.
- 7.9 NPQ Delivery Partners will:
- 7.9.1 ensure Participants understand and complete NPQ assessment requirements (NPQ Lots only).
 - 7.9.2 ensure that, where they are delivering the Assessment Function (Lots 2 and 3 NPQ only), the Delivery Partner will instigate processes and measures to ensure there is a separation of duties between the delivery of the Assessment Function and the delivery of content to ensure there is no risk of actual or perceived conflict of interest in the operation of these two roles.
 - 7.9.3 The NPQ Assessment Function relates to the marking of Summative Assessment and completion of feedback and moderation as outlined in section 6C paragraphs 3.14 to 3.36 of the Service Requirements below.
 - 7.9.4 Providers will have the flexibility to create partnerships that allow Delivery Partners to specialise and deliver one or more of the NPQs. Providers must ensure that only Delivery Partners who deliver the NPQH deliver the Early Headship Coaching Offer for New Head Teachers. This may include but is not limited to coaching, one-to-one expert led support and peer network support.
 - 7.9.5 Providers will have the flexibility to extend the NPQH programme for up to six months (24 months in total) for Participants taking the NPQH in their first five years of

headship. This will help incorporate the Early Headship Coaching Offer for New Head Teachers and alleviate any workload pressures that Participants new to the role of headship may encounter.

8. Call Off Arrangements

- 8.1 The Framework Agreement allows for flexibility to issue Call Off Contracts for each academic year, either by direct award or Further Competition, which will be determined by policy priorities, demand, funding and other factors that are deemed appropriate. The Department also reserves the right to award a Call Off Contract that covers multiple Cohorts / academic years and / or multiple Services. Schedule 4 of the Framework Agreement sets out the Call Off procedures.
- 8.2 For NPQs, the Department anticipates awarding Call Off Contracts on an annual basis which cover the October and February Cohorts. The Department reserves the right to award Call Off contracts across multiple cohorts as set out in 8.1 above.
- 8.3 The number and type of Call Off Orders placed by the Department will depend on the outcome of future Spending Reviews and the Tendered Framework Prices of Providers.
- 8.4 For NPQ Lots 2 and 3, the intention is to award two Call Offs ("Set Up Call Off" and "Delivery Call Off") within the first year of the Framework to one or more Providers. Additional "Delivery Call Offs" will be made in year 2 of this Framework onwards. For NPQ Lot 4, the intention is to award two Call Offs ("Set Up Call Off" and "Delivery Call Off") per Future Service to one or more Providers. Additional "Delivery Call Offs" will be made in subsequent years as required by the Department. Section 2 of the ITT Document 1 outlines the Department's intentions in respect of awarding Call Off Orders.

9. School Call Offs (NPQ Lots only)

- 9.1 The Framework Agreement will be accessible to Participants from schools who do not meet the Scholarship Funding criteria outlined in Table 19 in section 6C of the Service Requirements. Schools who do not meet the Scholarship Funding criteria will be able to award Call Off Orders to Providers in accordance with Schedule 4 of the Framework Agreement. This is to allow Participants who are not eligible for funding from the Department to undertake an NPQ with a Provider on the Framework.
- 9.2 Clause 3.2 of the Framework Agreement sets out specific conditions in respect of Call Off Orders made by Schools.

10. Programme Design and Set Up

- 10.1 As part of any Set Up Call Off Contract, Providers shall commence the design of all NPQ training content, Formative and Summative Assessment (NPQ specific Lots) and delivery of the NPQ in a timely manner. Providers will be required to submit specified content for review in line with the requirements detailed in sections 6C of the Service Requirements.
- 10.2 The Provider will work flexibly with Delivery Partners throughout the design of the NPQs building on the success of the reformed suite of NPQs and will provide opportunities for peer-to-peer engagement to support programme development.

11. Quality Assurance

- 11.1 To provide a Quality Assurance (QA) Function, the Department is working with Ofsted to put in place a new inspection framework for the reformed NPQ programmes from Academic Year

2021/22. Ofsted's role will be to inspect Lead Providers' delivery of training against the consistent quality criteria set out within the inspection framework, which is due to be published in early 2022.

- 11.2 Ofsted will inspect the Lead Providers. To inform their assessment of the Lead Providers, Ofsted will visit a sample of Delivery Partners and will engage others involved in receiving and delivering their programmes including Participants and Mentors. Delivery Partners, including Schools, will not be judged individually as part of these inspections nor directly named in reports. Ofsted will begin inspection of Providers from Academic Year 2022/23, assessing the performance of Services delivered under the Call Off Contracts, and its quality assessments will support and inform contract management of the Providers. Where organisations have delivered the reformed NPQs under previous contracts other than Call Off Contracts under this Framework Agreement, and have received Ofsted inspection related to that delivery, Ofsted may take that information into account in assessing the frequency and level of inspection that will apply to that Provider from 2022/23.
- 11.3 Further details of inspection and the QA Function are outlined in section 6A paragraph 11 of the Service Requirements. Providers should be aware that the Department reserves the right to amend this section to reflect the specific requirements of the inspection framework, once published.
- 11.4 The Department and/or an External Body appointed by the Department, will require reassurance of the quality of Providers' materials developed during the Set Up Call Off, further details are set out in section 6C paragraph 5 of the Service Requirements.

SECTION 3: LOT 2 REFORMED SUITE OF NPQs SUMMARY SERVICE REQUIREMENTS

1. Overview

- 1.1 Providers are required to design and/or deliver the six reformed NPQs launched in 2021, from October 2022.

2. Summary Service Requirements

- 2.1 Providers will deliver the Service Requirements under Call Off Contracts in accordance with the requirements set out in this Specification and any specific additional requirements set out in the individual Call Off Orders.
- 2.2 Under Lot 2 delivery, Providers will be required to offer all six reformed NPQs, in doing so they are expected to provide the full range of Services applicable to Lot 2 detailed in this Specification. These Services include but are not limited to the requirements for the Provider to:

Set Up Call Off (only for Eligible Providers)

- i. deliver the Set Up Implementation Plan, as agreed with the Department;
- ii. form partnerships with and manage Delivery Partners (where applicable);
- iii. design the curriculum content for the six reformed NPQs, including Formative Assessment;
- iv. design the NPQ Summative Assessment and produce 36 assessment materials for the six reformed NPQs (1 per cohort, per NPQ level), to be utilised across three annual Call Offs for Lot 2 of the Framework Agreement;
- v. design the Early Headship Coaching Offer for New Head Teachers;
- vi. develop a User Digital Platform that establishes and maintains integration with the Department's digital platform (the Teacher CPD Service);
- vii. attract, assess, and recruit Participants.

Delivery Call Off (for all Lead Providers awarded a Delivery Call Off)

- i. deliver induction and training to Participants;
- ii. manage relationships with Schools;
- iii. deliver the NPQ Assessment Function, providing feedback and outcomes;
- iv. comply and collaborate with the QA Function and respond to feedback, as part of continuous improvement;
- v. collaborate with the Independent Evaluation function;
- vi. develop additional assessment materials (case study and mark scheme, 1 per cohort, per NPQ level) required to deliver Lot 2 Call Off Services; where the pool of NPQ Summative Assessment materials (via the Set Up Contract) has been fully utilised;
- vii. manage its Delivery Partners, reporting on performance and providing Management Information in accordance with Part 3 and Schedule 2 of each Call Off Contract to the Department - including details of any appeals and complaints received (and the resulting outcome);
- viii. check and confirm eligibility for Department funding;
- ix. notify the Department of any withdrawals, deferrals and deferral restarts;
- x. undertake ongoing maintenance and integration of a User Digital Platform (if required) with the Department's Teacher CPD Service, including licencing fees; and
- xi. meet the Key Performance Indicators (KPI) targets set by the Department.

- 2.3 New Providers who are not currently delivering the NPQ Delivery Framework 2021 will be awarded a Lot 2 Set Up Contract upon Framework and Lot 2 award.
- 2.4 If a Provider is awarded a Set Up Call Off Contract and fails to achieve the Milestones associated with the Set Up Call Off Contract, they will be subject to the measures set out in paragraph 1.4 of the Framework Agreement and Part 2 of Schedule 2 of the Call Off Contract. If Lot 2 Milestone 2 and Milestone 4 of the Set Up Call Off Contract are not achieved, the Department reserves the right to pause the Provider's delivery of the October Cohort under the first delivery Call Off Contract it is awarded, or immediately terminate the first delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any Set Up Costs previously paid.

SECTION 4: LOT 3 NPQ FOR EARLY YEARS LEADERSHIP and NPQ FOR LEADING LITERACY – ADDITIONAL NPQs FOR THE REFORMED SUITE: SUMMARY SERVICE REQUIREMENTS

1. Overview

- 1.1 Providers are required to design and deliver the new additional NPQs – NPQ for Early Years Leadership and NPQ for Leading Literacy, from October 2022.

2. Summary Service Requirements

- 2.1 Under Lot 3 delivery, Providers will be required to offer both NPQs. In doing so they will be expected to provide the full range of Services applicable to Lot 3 detailed in this Specification. These Services include but are not limited to the requirements for the Provider to:

Set Up Call Off (where awarded)

- i. deliver the Set Up Implementation Plan, as agreed with the Department;
- ii. form partnerships with and manage Delivery Partners (where applicable);
- iii. design the curriculum content for the NPQ for Early Years Leadership and NPQ for Leading Literacy, including Formative Assessment;
- iv. design the NPQ Summative Assessment for the NPQ for Early Years Leadership and NPQ for Leading Literacy, and produce 12 assessment materials (1 per cohort, per NPQ level), to be utilised across three annual Call Offs for Lot 3 of the Framework Agreement;
- v. develop a User Digital Platform that establishes and maintains integration with the Department's digital platform (for new providers and those who are not awarded Lot 2 only);
- vi. attract, assess, and recruit Participants.

Delivery Call Off (where awarded)

- i. deliver induction and training to Participants;
- ii. manage relationships with Schools and Early Years Providers;
- iii. deliver the NPQ Assessment Function, providing feedback and outcomes;
- iv. comply and collaborate with the QA Function and respond to feedback, as part of continuous improvement;
- v. collaborate with the Independent Evaluation function;
- vi. to develop additional assessment materials (case study and mark scheme, 1 per cohort, per NPQ level) required to deliver Lot 3 Call Off Services; where the pool of NPQ Summative Assessment materials (via the Set Up Contract) has been fully utilised;
- vii. manage its Delivery Partners, reporting on performance and providing Management Information in accordance with Part 3 and Schedule 2 of each Call Off Contract to the Department - including details of any appeals and complaints received (and the resulting outcome);
- viii. check and confirm eligibility for Department funding;
- ix. notify the Department of any withdrawals, deferrals and deferral restarts;
- x. undertake ongoing maintenance and integration of a User Digital Platform (if required) with the Department's Teacher CPD Service, including licencing fees;
- xi. meet the Key Performance Indicators (KPI) targets set by the Department.

- 2.2 Providers will be awarded a Lot 3 Set Up Contract upon Framework and Lot 3 award.

- 2.3 Providers that fail to achieve the Milestones associated with the Set Up Call Off Contract will be subject to the measures set out in paragraph 1.4 of the Framework Agreement and Part 2 of Schedule 2 of the Call Off Contract. If Lot 3 Milestone 2 and Milestone 4 of the Set Up Call

Off Contract are not achieved, the Department reserves the right to pause the Provider's delivery of the October Cohort under the first delivery Call Off Contract it is awarded, or immediately terminate the first delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any Set Up Costs previously paid.

SECTION 5: LOT 4 FUTURE SERVICES – FUTURE AND ADDITIONAL NPQS FOR THE REFORMED SUITE: SUMMARY SERVICE REQUIREMENTS

1. Overview

- 1.1 Providers are required to design and deliver Future Services including, but not limited to new and additional NPQ(s) to strengthen leadership across the education sector and to support Department policy objectives. The Department will notify Providers of Future Services to be developed as part of the Call Off invitation process. Providers awarded a Lot 4 Call Off, will be awarded a Set Up Contract and an annual Delivery Call Off Contract.

2. Summary Service Requirements

- 2.1 Providers will deliver the Service Requirements under Call Off Contracts in accordance with the requirements set out in this Specification and any specific additional requirements set out in the individual Call Off Orders.
- 2.2 Providers are required to design and deliver Future Services, in doing so they will be expected to provide the full range of Services applicable to Lot 4 as detailed in this Specification. The Services may include but are not limited to the requirements for the Provider to develop and deliver similar Set Up Call Off and Delivery Call Off requirements for Lots 2 and 3.
- 2.3 Providers that fail to achieve the Milestones associated with the Set Up Call Off Contract will be subject to the measures set out in paragraph 1.4 of the Framework Agreement and Part 2 of Schedule 2 of the Call Off Contract. If Lot 4 Milestone 2 and Milestone 4 of the Set Up Call Off Contract is not achieved, the Department reserves the right to pause the Provider's delivery under the first delivery Call Off Contract it is awarded, or immediately terminate the first delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any Set Up Costs previously paid.
- 2.4 The Department reserves the right to introduce additional funding to facilitate the delivery and/or uptake of Future Services including new and additional NPQs alongside current programmes, in support of policy objectives. This could include increasing the capacity of the supply chain and/or targeted measures to encourage engagement with NPQ qualifications.

SECTION 6A: THE SERVICE REQUIREMENTS: NPQ

1. Delivery Service Requirements of NPQs

- 1.1 The Provider shall:
- 1.1.1 deliver NPQs and will be accountable for the implementation of their Delivery Plan;
 - 1.1.2 ensure that their Delivery Partners, are fully inducted and suitably skilled to deliver the training;
 - 1.1.3 actively manage their Delivery Partners, ensuring Delivery Plans are followed;
 - 1.1.4 lead communications across Delivery Partners and other stakeholders, ensuring key updates are cascaded and that best practice and lessons learned are collectively considered;
 - 1.1.5 comply with the Quality Assurance requirements in Schedule 8 of the Call Off Contract and collaborate and cooperate with the QA Function and establish and maintain a robust quality assurance process including of the work and Services provided by their Delivery Partners;
 - 1.1.6 manage and pay their Delivery Partners in line with terms of engagement, which shall be available to the Department on request;
 - 1.1.7 design and lead centralised administrative functions across delivery networks including but not limited to, storing, and collecting Participant Data and the Management Information specified in section 6A paragraph 15 of the Service Requirements, withdrawals and deferrals management, disseminating communications and delivering the appeals and complaints process;
 - 1.1.8 provide reports and Management Information in accordance with Part 2 of Schedule 2 to the Department and to the QA Function at agreed times;
 - 1.1.9 lead and facilitate continuous improvement in accordance with clause 3 of each Call Off Contract to the NPQ curriculum, responding to programme evaluations and feedback from Delivery Partners, the Department and the QA Function.

2. Commissioning of Delivery Partners

- 2.1 The Department recognises that the Provider might need to build their capacity and partnerships over the term of the Framework Agreement. Therefore, the Department has designed the Framework to allow increased flexibility for the Provider to adjust the composition of their supply chains. It is anticipated that the Providers will deliver their NPQ Programmes in partnership with Delivery Partners. These may include other high-quality organisations including but not limited to the national network of Teaching School Hubs ("TSH"), Multi-Academy Trusts ("MATs"), other high performing schools, school networks and high-quality education service providers. It is high quality education training Providers, including TSH, that will play a key role in the delivery of the NPQ.
- 2.2 Lead Providers are expected to identify and work with a range of Delivery Partners to deliver the entire suite of NPQs. While it is recommended in most cases that Delivery Partners will form partnerships with one Lead Provider, it is recognised that circumstances may warrant the need to work with more than one Lead Provider. In the event a Delivery Partner works with

more than one Provider, each of the Providers engaging the same Delivery Partner is responsible for managing any emerging conflicts of interest.

- 2.3 Where the Provider intends to use any Delivery Partner, they are required to identify, onboard, train and manage Delivery Partners for each Call Off Contract to establish a supply chain capable of delivering the Service Requirements stated in each Call Off Order. The Provider is required to document this process.
- 2.4 For each Call Off Contract the Provider shall develop a Service Proposal (please refer to instructions for contractors on the Annual Cohort Competition award located in Document 1, Invitation to Tender) confirming the delivery model and supply chain for each individual cohort. This Service Proposal will be evaluated against the Call Off criteria detailed in Schedule 4 of the Framework Agreement to determine whether a Call Off Contract, or Call Off Order, will be entered into with the Provider.
- 2.5 As part of the Quotation Procedure, the Provider will submit a Delivery Plan confirming their supply chain and setting out what role Delivery Partners will play. This should also include what responsibilities they will hold, expected volumes of delivery and the rationale explaining they have been chosen. This will also include a detailed explanation of how the Provider will mobilise and oversee activities undertaken by Delivery Partners.
- 2.6 The Provider shall ensure Delivery Partners complete a declaration provided by the Department, to provide assurance around their capacity and capability and confirmation that they have not breached any of the exclusion grounds set out in Regulation 57 of the PCRs³.
- 2.7 As part of each Service Proposal, the Provider shall ensure that they have considered, and where required mitigated, any potential conflicts of interest, commercial sensitivities and/or data protection risks when recruiting Delivery Partners. The Provider shall keep records of compliance and make them available to the Department and/or the QA Function on request.
- 2.8 The Provider in conjunction with the Delivery Partner shall manage and address any emerging conflicts of interests in circumstances where a Delivery Partner works with more than one Provider. The Provider, in conjunction with the Delivery Partner is responsible for identifying and managing any such instances within their supply chain and shall implement a proportionate policy or code of conduct, as required. The Provider shall notify the Department in its Service Proposal and subsequently where conflicts of interest are identified and shall keep records of compliance to be made available to the Department on request.
- 2.9 The Provider is responsible for all legal and audit obligations of their supply chain, including adhering to government and Department policies regarding SMEs, supply chain prompt payment, compliance and managing conflicts of interest.
- 2.10 The Provider will hold their Delivery Partners to account for fulfilment of this contract. The Provider shall develop and implement a strategy and policy for how they will robustly manage Delivery Partners. This strategy and policy shall include the following:
 - 2.10.1 The role and scope of Delivery Partners and the arrangements to be put in place between the parties, including the performance management of the Delivery Partner;
 - 2.10.2 clear criteria that will be used to select Delivery Partners which must meet the Department's minimum criteria set out below in Table 3 below;

³ <https://www.legislation.gov.uk/uksi/2015/102/regulation/57/made>

- 2.10.3 how the Provider will onboard and train Delivery Partners to the required standard when appointed;
- 2.10.4 how the Provider will manage Delivery Partners effectively to ensure high quality delivery including quality assurance processes, audit and governance arrangements, and remediation and contingency plans in the event of poor performance or failure;
- 2.10.5 how Delivery Partners will execute communications and marketing on the Provider's behalf in line with Government policy and the signed off Communications and Marketing Plan;
- 2.10.6 how the Provider will use Delivery Partners' branding and vice versa when carrying out communications and marketing (where appropriate).

Table 3: Minimum selection criteria for different types of Delivery Partner	
Commercial organisations, charities, HEIs and consultants	Schools
<p>Potential Delivery Partners must:</p> <ul style="list-style-type: none"> I. meet with the same assessment criteria as the Provider was subject to in respect of Parts 1 and 2 of the Selection Questionnaire; II. have no unmanageable conflicts of interest or reputational risk to the Department or NPQ programmes; III. have no unresolved performance issues on any contract they have with the Department or identified by the QA Function. 	<p>Potential Delivery Partners must:</p> <ul style="list-style-type: none"> I. be graded Good or Outstanding for overall effectiveness by Ofsted⁴; II. have no unmanageable conflicts of interest or reputational risk to the NPQ or the Department; III. have no unresolved performance issues, as identified by the Department or QA Function.

- 2.11 The Department (or its representative) reserves the right to undertake due diligence on Delivery Partners to ensure they have been appointed in accordance with the requirements set out in this Specification and clause 7 and clause 19 of each Call Off Contract.
 - 2.12 The Provider shall ensure that the terms of agreement between it and their Delivery Partners include clauses (including payment clauses) that align to those of the Framework Agreement.
 - 2.13 The Department expects Lead Providers to establish Delivery Partners initially whilst they complete their bid. Delivery Partners will then be confirmed to The Department at the Call Off stage.
- 3. Provider's Delivery Plan**
- 3.1 For each Lot and each Call Off [except the Set Up Call Off], the Provider shall develop a Delivery Plan. The Provider shall submit their Delivery Plan with each Quotation it submits to the Department.
 - 3.2 The Delivery Plan shall set out in detail how the Provider proposes to deliver the Service Requirements stated in each Call Off Order for the particular Lot.

⁴ Ofsted inspection reports are available here <https://reports.ofsted.gov.uk/>

- 3.3 If a Provider wishes to recruit a new Delivery Partner once the Delivery Plan has been agreed this will need to be notified to the Department.
- 3.4 The Delivery Plan shall contain and comply with the requirements set out in Table 4 below:

Table 4: Delivery Plan requirements

- 1) A Delivery Plan which is a timetable with specific activities and measurable and specific key milestones and how they will be achieved;
- 2) A Call Off specific recruitment strategy including:
 - demand generation and management;
 - a Communications and Marketing Plan (that meets the requirements set out in section 6A paragraph 7 of the Service Requirements);
 - information on schools and Local Authorities it intends to target and recruit;
 - induction arrangements and how they will be managed during each Call Off Order.
- 3) The proposed Delivery Partner network for each Call Off Order setting out:
 - who the Delivery Partners are;
 - what role Delivery Partners will carry out;
 - why and how the Delivery Partners have been chosen and their onboarding arrangements;
 - a declaration that Delivery Partners meet with the criteria set out in section 6A paragraph 6 of the Service Requirements and if a Delivery Partner is delivering 10% or more of the Call Off Order value that a Financial Viability Risk Assessment Tool (FVRAT) has been submitted for them;
 - how performance of Delivery Partners will be monitored and managed.
- 4) For Lots 2-4, details of how the Assessment Function will be delivered:
 - which organisations within or beyond their supply chain will be delivering the Assessment Function and their respective roles, including whether they will also be delivering NPQs;
 - how impartiality will be maintained;
 - the approach to reasonable adjustments;
 - how contingency plans will be developed in the event that a third-party Delivery Partner performing the Assessment Function withdraws or is unable to meet delivery expectations.
- 5) Programme design and delivery – priorities, key risks and a mitigation plan, a design implementation plan and strategy.
- 6) Quality Management – details of the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved.

4. Minimum Quality Requirements

- 4.1 The Provider shall implement a quality management system to ensure compliance with the requirements set out in this Specification and that the Services are delivered to a high

standard. This quality management system shall be immediately submitted, and accessible, to the Department and its QA Function upon request.

- 4.2 The Provider complies with the Quality Assurance requirements set out in Schedule 8 of the Call Off Contract and work with the QA Function who will monitor the Provider's performance and regularly conduct reviews of Providers to ensure that they are meeting the requirements stated in this Specification.

5. Complaints

- 5.1 The Provider shall:

- 5.1.1 operate fair, accessible and timely procedures for handling complaints received;
- 5.1.2 comply with the requirements relating to complaints set out in paragraph 6 of Schedule 8 of the NPQ Call Off Contract (Document 7b);
- 5.1.3 submit details on all complaints it receives (including the outcome) as part of the Management Information report as detailed in paragraph 6.4 below;
- 5.1.4 co-operate with the Department and the QA Function to reach an early resolution of any complaint as required by the Department and/or the QA Function in the event of an appeal against the outcome of a complaint against the Provider;
- 5.1.5 operate reliable and transparent procedures for preventing, investigating and mitigating the impact of malpractice or maladministration. This must include reporting of any investigations into, and confirmed instances of, malpractice or maladministration to the Department and its QA Function as soon as practicable and in any event no later than 24 hours after the time the Provider is made aware of such instances.

6. Performance Management

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

7. Communications and Marketing

- 7.1 As part of the Government's commitment to efficiency controls, bidders should be aware that there are restrictions on what funding can be used for in relation to all paid-for communications and marketing activities. The controls apply to most communications activity including printing and publications, events, PR and digital communications activity. Exemptions may be granted for essential activities where cost effectiveness can be evidenced and where other no cost or low cost options have been exhausted. Exemptions for expenditure can be approved by the Department (through the Director of Communications) where it can be demonstrated that proposed communications related activity is related to the promotion of continuing professional development (CPD) training events, that the activity is judged to be critical to delivery of the project, and that it meets agreed national priorities for the government. We do not envisage that this project will fall outside of these exemptions, but if requested these would need clearances from the Cabinet Office and No 10 in line with the Government's Marketing and Advertising Efficiency Controls in addition to the Department approvals. Proposals that fall into this category will need to provide further information which might result in a delay in clearing funding.

Activity in scope of the Department approval, and potential further clearances, includes:

- 7.1.1 advertising including TV; radio; digital advertising; outdoor; print; advertorials; recruitment; costs of media; fees and commission for media buying; media planning; creative development and production;
 - 7.1.2 marketing activities including: design and branding; direct and relationship marketing; customer relationship management programmes; telemarketing; campaign help lines; partnership marketing; sponsorship marketing; field or experiential marketing; merchandising; advertiser funded programming; audio visual activity; storage and distribution of marketing materials;
 - 7.1.3 consultation activities including associated publicity, events, resources and materials, research, analysis and evaluation;
 - 7.1.4 communication strategy, planning, concept and proposition testing and development;
 - 7.1.5 market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;
 - 7.1.6 printing and publications;
 - 7.1.7 events, conferences and exhibitions, including stakeholder, public and internal communication events, but excluding training events;
 - 7.1.8 Public Relations (PR) activity;
 - 7.1.9 digital activity including website and application development; search engine marketing, including pay per click; digital display advertising; content partnerships; email marketing; mobile and SMS marketing; interactive online content.
- 7.2 Communications and marketing costs will not be paid separately, and all communications and marketing spend, and activity is subject to the Department's approval.

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

- 7.3 The Provider shall utilise communications and marketing activity to raise awareness of, and increase demand for, the professional development of all Participants based on the NPQ Content Framework as well as to increase opportunities to achieve targets for generating demand and registrations. This should be done through engaging school leaders and Participants and providing a platform to facilitate registrations. The Provider must be flexible and proactive in adapting their delivery to align with wider Department communications and marketing activity and guidance. This will be in line with any changing landscapes to the NPQs, the Department and government priorities. The Provider must ensure marketing messaging is aligned with guidance given by the Department.
- 7.4 The Provider shall develop a targeted Communications and Marketing Plan for each Call Off, evidencing alignment with the requirement set out in the communications and marketing section of the Service Specification, which will require sign off by the Department. The Department may request adaptations in reaction to changing landscapes should they occur. The Communications and Marketing Plan must, as a minimum, include:
- 7.4.1 a list of all proposed activities, inclusive of events (virtual or physical) and marketing activities;
 - 7.4.2 a clear outline of the cost (if applicable) associated to each proposed marketing activity (agreement with the Department will be required prior to commencement of any marketing activity);
 - 7.4.3 a clear timeline of when each activity will be conducted and if applicable, any milestones the activity aligns to i.e. teacher resignation dates.
- 7.5 The Provider shall adhere to government guidelines when designing marketing materials. Guidelines will be provided by the Department upon award of contract and will be updated regularly where needed.
- 7.6 The Provider must send marketing and communications materials using language not previously signed off to the Department at least five working days ahead of planned publication, for the Department to review. The Department will provide comments and/or clearance within three working days. In the event the Department requires the Provider to make changes, these must be carried out with the marketing materials resubmitted to the Department for clearance before publication.
- 7.7 Any media plans and materials (i.e. press releases, media interviews or media statements) will need specific prior approval from the Department press office. Providers shall submit any such materials/plans to the Department at least 48 hours in advance of their intended use (not including weekends or bank holidays) and shall not publish such content unless and until the necessary approval has been provided by the Department. The Provider shall take on board all required amendments from the Department press office.
- 7.8 The Provider shall design and host a Landing Page compliant with digital standards specified in paragraph 19 and Schedule 14 of the Framework Agreement, that provides Schools and Participants with thorough information on NPQs a clear step guide on how to register an interest and sign up. For Lots 2-4, this will include programme content and performance metrics. The Provider shall provide a platform that facilitates the expression of interests and registrations process of schools and Participants. The Provider is required to submit the proposed page to the Department for sign off five working days ahead of publishing to ensure consistent language is being used.

- 7.9 The Provider must ensure Management Information relating to the communications and marketing service is captured and reports are made available to the Department at agreed times.
- 7.10 When requested by the Department, the Provider will provide further analysis and evaluation of its communication and marketing activities, including insights on which channels are the most effective to raise awareness and increase registrations for NPQs.
- 7.11 The Provider's analysis shall also include intel on schools' and teachers' perceptions and behaviours towards NPQs (via quantitative and qualitative data). The Provider shall put forward ideas and recommendations to the Department on at least a quarterly basis on how best to positively influence the sector.
- 7.12 To maximise on raising awareness of the NPQ, the Department will carry out its own Department-led communications and marketing activities. The Department will do this by utilising its own network of stakeholders, commissioning all no-cost communications and marketing activities available to its disposal and (at its own discretion and subject to approvals) this may include "paid" campaigns, including, but not limited to, Google AdWord and social media campaigns. The Provider shall not seek to place any reliance on such Department led awareness raising activity within their Tender submission.

8. Digital Delivery

Drafting note to Potential Providers – these requirements are subject to change and further refinement prior to Contract Award.

- 8.1 The Department has developed, will host and manage a Central Digital Platform (*the Teacher CPD Service*) to:
 - 8.1.1 Host advice and guidance and send relevant communications about NPQ programmes on offer to Participants on the NPQ Registration service.
 - 8.1.2 Enable Participants to register for their chosen NPQ programme using the NPQ Registration service.
 - 8.1.3 Collect and supply providers with key data (such as Teacher Reference Number (TRN) and employing school URN) about the Participants who will be accessing the NPQs. Eligibility for any Department scholarship funding (if available) will be determined using the service.
 - 8.1.4 Capture declarations of activity recorded against Participant and Milestone Payments and drive funding processes using data gathered both within the Department's platform and supplied by the Provider.
- 8.2 The Department will provide the Provider with timely access to the Participant Data gathered through the NPQ Registration Service in order to set up user accounts to feed into the application process on the Providers platform. Participant Data, such as Teacher Reference Number and name will be validated by the Department before being shared with the Provider along with their NPQ course selection and email address. Providers should ensure that NPQ applicants have registered on the Department's service before carrying out their own application processes and suitability checks.
- 8.3 The Provider shall develop, host and manage a digital platform with the capability of:
 - 8.3.1 Integrating the data collected by the NPQ registration service into their digital platform securely and by means of an Application Programming Interface (API) to initiate

further application / suitability assessments and onboarding, and prevent duplication of data entry across the Department and provider systems by applicants;

8.3.2 Hosting online course content for their NPQ programmes;

8.3.3 Managing Participant Data to record progress throughout the learning journey and enable the export of data to the Department's Central Digital Platform through an API.

8.4 The Provider will have access to the Department's Teacher CPD Service Digital Platform to receive key data about Participants. The Provider will need to submit acceptances/rejections for all Participants via an API, as well as notifying the Department of the progress of Participants in the form of events declarations via the API. A full list of the data on Participants that are undertaking the programmes that the Provider must exchange with the Department, and the origins of this data, are outlined in Part 2 of Schedule 2.

Provider's User Digital Platform

8.5 The Department will require the Provider to develop, host and maintain or procure a User Digital Platform that would replicate the functionality described in paragraphs 8.1 to 8.4 above.

8.6 The Provider will develop a platform for a Learner Management System (LMS) with the capability of hosting learner training content.

8.7 LMS will have the capability of capturing Participant Data and progress throughout the learning journey. This data capture should represent evidence against contract deliverables, that will need to be available for the Department's contract and audit teams to review if necessary. Providers should be able to make declarations of activity against contract Milestones for each Participant via an API integration with the Department's service, in line with the teaching and progress data gathered. The data capture should be real-time and enable the export of data through modern RESTful APIs as outlined in the Technology Code of Practice:
<https://www.gov.uk/government/publications/technology-code-ofpractice/technology-code-of-practice>.

8.8 The Provider will follow government design principles to ensure that the digital experience delivers to the highest quality <https://www.gov.uk/servicemanual/service-standard>.

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

8.9 The Provider must work with the Department to test the integration of their elements in the end-to-end journey with users, including any points at which the Department's and the Provider's Digital Platform integrate, such as but not limited to the registration of Participants for NPQ programmes and Participant starting/retention/completion points.

8.10 Testing must be carried out with representative users of the service including those who are low on the digital inclusion scale and have impairments. Insight from the Provider user testing, as well as feedback from users of the live service, must be shared with Department and used to develop, resolve issues and continually improve the Services.

8.11 Where the Provider is hosting digital elements of the training or application process, the Provider will also be required to audit their compliance with WCAG 2.1 level AA accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement.

8.12 Where the Provider is hosting digital elements of the training, the Provider must publish an accessibility statement that explains how accessible the digital offering is and alternative ways users can access content that is not accessible to them. The Provider's Digital Platform shall comply with the requirements set out in Schedule 14 of the Framework Agreement.

Platform requirements and future proofing

- 8.13 Suitable assurance certification needs to be provided in the form of ISO27001 or equivalent. As a minimum the Provider shall provide evidence that it holds and thereafter maintains Cyber Essentials certification.
- 8.14 The Provider must ensure that all digital elements delivered as part of their Service and any Ordered Services, including by any Delivery Partners:
 - 8.14.1 undergo and pass [a penetration test](#) before the launch date and periodically thereafter for the lifetime of the platform.
 - 8.14.2 have operational security processes in place.
 - 8.14.3 have a documented process for managing source code.
 - 8.14.4 have a documented agile process for continually changing, upgrading, testing or and deploying new versions of the software.
 - 8.14.5 provide evidence that these activities have been conducted, highlighting the risks found and mitigations applied.
- 8.15 Perform assurance processes iteratively and continuously throughout both the “implementation” and “live” periods of the platform’s lifecycle. Assurance is conducted throughout the delivery phase.
- 8.16 The Provider must provide assurance that required changes to the Digital Platform can be requested, prioritised and started within two weeks of being requested. The Digital Service Standard encourages an Agile style of delivery where demos (rather than slide decks) of working software and prototypes are given frequently. This is a key part of our governance process and substantially reduces the burden of more formal engagements.

Digital Delivery Standards

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

Attending training and accessing support communities

- 8.20 It must be clear how Participants will book / accept invites to training sessions as part of their training, including receiving details about the event and reminders. Where the Provider provides access to support communities and networks for Participants, they must be monitored and managed by the Provider.
- 8.21 Where the process to book, deliver training and engage with a support community is digital, the service must be accessible, resilient and responsive across devices and operating systems that users use. As a minimum the Provider must test their digital service works in [browsers specified in the GOV.UK Service Manual](#).

Branding considerations and consistent language

- 8.22 Working closely with the Department the Provider is required to ensure branding and language are used consistently throughout the full service, i.e. on communications, making it clear to

users who they are communicating with and keeping them orientated within the journey, regardless of the channel being used.

- 8.23 Where the Provider is required to provide content for display on the Department's Central Digital Platform, the content must comply with the Department's specification on format (HTML), structure, browser and device compatibility and meet the relevant [WCAG 2.1 level AA](#) accessibility standards.
- 8.24 Where attachments, downloadable PDFs or print-friendly versions are provided by the Provider then in addition to the HTML content, the Provider shall ensure they are accessible by having a logical structure based on tags and headings, meaningful document properties, readable body text, good colour contrast and text alternatives for images. More information on [accessible PDFs](#) is available on GOV.UK and at [Microsoft](#).

Communications and notifications

- 8.25 Elements of the Service managed by the Provider outside the Department's notifications to users must be triggered at the right place in the journey to satisfy the needs of end users, for example, where an application triggers notifications from the Provider to the Participant or for Event Reminders for training sessions.

Usage data and analytics

- 8.26 The Provider is required to provide the Department with data on Participant progress through the Service. Examples of this will include, but not exclusive to, metrics on:
- 8.26.1 Participants that have been accepted and rejected onto an NPQ course;
 - 8.26.2 Declarations of sufficient evidence to claim start, retention and completion payments in line with key Milestones outlined in the contracts;
 - 8.26.3 Declarations on deferrals, withdrawals etc.
- 8.27 Some of this data will require integration into the Provider backend platform as well as their frontend.
- 8.28 Acceptable formats and fine-grained requirements for this data will be agreed after the award to the Framework.
- 8.29 The Provider is responsible for informing the participating users that tracking data will be collected to facilitate analysis of the service and the provider.

User feedback and analysis

- 8.30 The Provider shall provide opportunities for users to give feedback on their Service via digital and other channels i.e. via service support, complaints processes, phone, feedback forms.
- 8.31 The Provider shall detail their process for reviewing user feedback, ensuring issues are communicated to the Department as appropriate and resolved in a timely manner. The Provider shall set out their approach to achieve continuous service improvement in consultation with the Department.

9. Accessibility Requirements

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

- 9.2 The Provider must publish an accessibility statement that explains how accessible the digital offering is and alternative ways users can access content that is not accessible to them. Accessibility statements should be reviewed and updated regularly. [Further information on accessibility statements](#) is outlined on GOV.UK.
- 9.3 The Digital Platform must be accessible on a mobile and able to be navigated using a keyboard. By default, content should be created in HTML in order to make it easier for users to stay oriented within the digital offering as well as making it easier to maintain, view on mobile devices and be accessible by screen readers.
- 9.4 Where Attachments are used, downloadable PDFs or print friendly versions must be provided in addition to the HTML content, they must be accessible by having a logical structure based on tags and headings, meaningful document properties, readable body text, good colour contrast and text alternatives for images. More information on [accessible PDFs](#) is available on GOV.UK and at [Microsoft](#).
- 9.5 Where plugins are used, they shall support the use of subtitles and audio descriptions, including media players and embedded videos.

10. GDPR Compliance

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

11. Governance

- 11.1 In accordance with clause 3.3 of each Call Off Contract, the Provider shall implement and maintain effective and quality management arrangements throughout the Contract Period. The Provider's management arrangements shall include (without limitation) arrangements to ensure that:
- 11.1.1 the Service Requirements are delivered in accordance with this Contract;
 - 11.1.2 the needs of Participants are fulfilled;
 - 11.1.3 all the Service Requirements are delivered as agreed in Set Up Implementation Plan and Delivery Plans throughout the Contract Period and to a high quality;
 - 11.1.4 effective quality assurance and improvement processes are in place.
- 11.2 The Provider shall ensure that they are flexible and responsive to suggestions and requests put forward by the Department when delivering the Services.
- 11.3 The Provider shall develop and implement a Continuous Improvement Plan to review programme effectiveness. The Continuous Improvement Plan shall be provided to the Department upon request and include how the Provider intends to involve Participants in making positive changes to the programme year upon year. For Lots 2-4, this is necessary in order to comply with clause 7 of Part 2 of the Call Off Contract.

- 11.4 The Provider shall share information and work with the Department to identify, and if approved by the Department, implement improvements to the Services. The Provider is required to continually assess, monitor and reflect underrepresented geographical areas of particular need within their strategy for increasing engagement and recruitment to the programme. NPQ Governance Checklists have been included in Annex A.
- 11.5 The Provider shall attend and proactively participate in any joint collaborative meetings that the Department convenes. These meetings will cover, but not be limited to: emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future opportunities to work more collaboratively with the Department and/or other Providers.

12. Quality Assurance

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

13. Risk Management

- 13.1 The Provider is required to develop and maintain a robust risk management process covering all elements of the Services, this shall include but not be limited to the accurate identification of key risks to their programme, an understanding of risk triggers and an effective use of mitigation and contingency planning.
- 13.2 The Provider shall maintain a Framework level risk register throughout the Term of the Framework. The Provider shall update the risk register on at least a quarterly basis and submit it to the Department for each Management Meeting.
- 13.3 The Provider shall develop and maintain a Call Off Order specific risk register for each Call Off Order.
- 13.4 For Consortiums, the Lead Provider shall be responsible for ensuring there are plans in place to ensure business continuity and continuation of contract delivery, including in the event that a member leaves the Consortium for any reason, how this gap in service provision will be met and how it will be ensured that the contract continues to be delivered to agreed standards.

14. Exit Management

- 14.1 The Provider shall:
- 14.1.1 submit an exit plan that is to be agreed with the Department within six months of the start of the First Call Off Order for Lots 2-4 and will be reviewed regularly thereafter to ensure it remains fit for purpose. The exit plan must include, but is not limited to, the following areas:
- Exit management structures and processes;
 - Clear outline of activities, outputs and timelines;
 - Roles, responsibilities and accountabilities for each activity;
 - Key risks and dependencies;
 - Asset registers (including data / information assets) and transfers required;
 - Systems and Software;
 - Data;

- Sub-Contracts;
- Training and knowledge transfer;
- Staff matters;
- Plan for how an emergency exit (and partial termination if relevant) will be managed.

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

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

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

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

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

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

15. NPQ Management Information

15.1 The Provider must adhere to the Service Level Agreements (SLAs) set out in Part 2 of Schedule 2 of the Call Off Contracts and Schedule 7 of the Framework Agreement. This will ensure the Services are of a consistently high quality and meet the requirements of the Department regarding the collection and management of data.

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

Table 5: Service level agreement (Management information)		
Subject	Ref	Service level
Management Information	MI1	Submit accurate and complete data on Participant and School participation to the Department by the twenty fifth (25th) of each month for Lots 2-4. The Provider ensures the data is reflective of the number of Participants/Schools recruited onto the programme up to and including the date of submission.
	MI2	Ensure that all data discrepancies identified by the Department are 100% accurately addressed ahead of the next submission of data. In most circumstances this should be within 28 days of notice.

- 15.3 Throughout the term of each Call Off the Provider is required to collect a range of data to inform contract management discussions, trigger payments, report against Milestones and KPIs, as well as to support the Independent Evaluation. The requirements are set out in Part 2 of Schedule 2 and will include the collection of data about Participants, and Schools recruited to each NPQ including a named contact for communications from the Provider, Department, Independent Evaluator or the QA Function.
- 15.4 The Provider will collect data about the Participants involved in the programmes to allow for data matching and analysis as well as verification and evaluation purposes. The Provider must ensure that it and its Delivery Partners secure the necessary informed consents and have in place data sharing agreements in relation to the Participants and Schools recruited to the programme such that the Provider can collate and share the data with the Department.
- 15.5 As outlined at section 6A paragraph 8 of the Service Requirements, the Department is designing a Central Digital Platform, all references to a clerical process below are for contingency purposes only. MI data collected by the Department whether digitally or clerically will be the same and will be stored and disposed of in line with the obligations of the General Data Protection Regulation and the Data Protection Act 2018.
- 15.6 In the unlikely event the Digital Platform fails to function as expected, the Department will require the Provider to collect Participant and School data using a spreadsheet developed by the Department. An example of the data the Department would expect to be collected is detailed in Table 6 below:

Table 6: Data to be collected for NPQ			
Data category	Examples	Relevant to NPQ	Relevant to NPQH Additional Support Offer for New Head Teachers
Provider Details	Lead Provider name and URN (if applicable) Delivery Partner name(s) and URN (if applicable) Confirmation of privacy notice being shared Cohort	X	X
Participant Information	<i>The following Participant information will only be required from Providers in the absence of the Central Digital Platform.</i> TRN Surname First names Any previous name DOB Role Working pattern	X	X

	Email address <i>The following Participant information will be required from Providers regardless of the collection method for NPQs.</i> Funded/self-funded Method of Call Off Point of contact		
School Details	URN School Name Date school signed up	X	X
Course Details	Type of qualification Start/withdrawal/deferral/restart/qualified dates of Participants and Schools Withdrawal/deferral reasons and details of Participants and Schools	X	X
NPQ Assessment	Progress tracker (participation metric) Summative Assessment submission date Summative Assessment completion date Metric 1 outcome (participation) Metric 2 outcome (submit Summative Assessment) Qualification outcome	X	
Evaluation	Satisfaction survey completed?	X	X
Complaints	Details of complainant	X	X

- 15.7 The Provider shall evidence its capability and capacity to handle data at scale and the ability to collect and share the details of for Lots 2-4, the targeted number of NPQ Participants for each Delivery Call Off Order.
- 15.8 If the clerical process is followed, as the Department will be asking for personal information about Participants, the Provider shall ensure the data is returned to the Department securely using Galaxkey. For NPQ return to NPQ.Procurement@education.gov.uk. Instructions on how to register and use Galaxkey will be provided post Contract Award.
- 15.9 Galaxkey is the Department's secure file transfer service and emails returned using this system will be encrypted.
- 15.10 Providers should share the privacy notice(s) and collect consent for data sharing, linking and analysis, collect contact details and consent to receive communications from the Department, Provider, QA Function and Independent Evaluator. The Provider will on request need to

provide evidence that any Participant on the programme has had sight of a privacy notice and authorised the collection and use of their information.

- 15.11 On a monthly basis the Provider shall submit their data to the Department, adding any new Participants or Schools or amending records where the status of the Participant or School has changed. All information should be provided as soon as it is captured where an API integration is available to report it to the Department. If an API integration is not available information must be provided in the specified format by the twenty-fifth (25) of each month and on completion of the recruitment phase.
- 15.12 The Department will complete the eligibility and validation checks of the information submitted and where appropriate provide up to date information on any changes required, to either the data or the template. In accordance with paragraph 1.4.7 of Part 1 of Schedule 2 of each Call Off Contract, the Department will use the data submitted to validate the Provider's claims for payment and therefore it is of vital importance that the information submitted is both reliable and timely.
- 15.13 The Provider shall work with the Department to rectify any discrepancies identified within three (3) working days from the date of receipt or within such other timescales for response as provided specifically for within the terms of the contract.
- 15.14 As part of the recruitment, the Provider is responsible for collecting the relevant details of all Participants, and their school recruited onto the programme.
- 15.15 For the avoidance of doubt, the Provider is responsible for the collection of data including data collected by Delivery Partners and ensuring this is collected in a timely, secure, consistent, and compliant manner. The Provider shall set out the methodology by which it will assure data collection and quality assurance across its supply chain. The Department will validate any data submitted related to payments and Providers will be required to submit all data in the format determined by the Department.
- 15.16 For Lots 2-4, the Department reserves the right to adapt the data and platform requirements for each Call Off Contract, throughout the term of the Framework Agreement.

16. NPQ Key Performance Indicators (KPI)

- 16.1 For Department Delivery Call Offs the Department will monitor the Provider's performance against the performance measures detailed in Schedule 2: Part 2 (Performance) of the Call Off Contract, including the KPIs listed in Table 7 below. For the full set of performance measures including, SLAs and KPIs please refer to Schedule 2: Part 2 of each Call Off Contract.
- 16.2 The Provider shall meet the KPI targets set by the Department or any External Body for Lots they are awarded.
- 16.3 Performance and progress towards KPIs for NPQs will be reviewed at monthly contract management meetings.
- 16.4 KPIs will be reviewed throughout the Framework Agreement period to reflect the needs and requirements of the forthcoming year(s) and the Department reserves the right to tailor, remove or amend the KPIs in Table 7 for Call Off Contracts to ensure they represent the specific cohort requirement whilst continuing to incentivise Provider performance. For all Lots, the Provider will be measured on recruitment, retention and satisfaction KPIs with the payment model linked to the recruitment and retention of Participants to incentivise performance in these areas.

- 16.5 For Lots 2 and 3, for the initial Call Off for October 2022 and February 2023, the Department reserves the right to apply Service Credits as set out in Schedule 2: Part 2 (Performance) of Document 7b – Call Off Contract (Lots 2-4), in the event that recruitment KPIs are not met.
- 16.6 For Lot 4, the Department reserves the right to further define KPIs for Future Services however it is anticipated that KPIs under this Lot will follow a similar process as set out for Lots 2 and 3.

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 7: 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

17. Social Value

- 17.1 The Provider must be committed to delivering Social Value during the Contract Period with a specific focus on:
- 17.1.1 Increase Supply Chain Resilience and Capacity; and
 - 17.1.2 Improve Community Integration.
- 17.2 The Provider must develop, submit, and maintain a Social Value Plan in accordance with clause 29 Document 7b - Call Off Contract (Lots 2, 3 and 4 - NPQs).
- 17.3 The Provider must meet the objectives set out in paragraph 17.1 by making commitments in its Social Value Plan to undertake activities, implement policies and develop initiatives, as described in the government guidance, such as:
- 17.3.1 understanding of opportunities to drive innovation that promote collaboration to access new technologies/green technologies and/or approaches, efficiency, and quality, to deliver lower cost and/or higher quality goods and services;
 - 17.3.2 demonstrate an approach to organisational learning and continuous improvement;
 - 17.3.3 provide an understanding of opportunities to drive greater collaboration in the supply chain;
 - 17.3.4 include measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible;
 - 17.3.5 develop methods for engaging with different parts of the community (including the education system) and how communities come together to inform decisions, strategy and projects to leave a positive legacy for future generations;
 - 17.3.5 measures for making facilities used in the delivery of the contract available for community groups, education or training;
 - 17.3.6 measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote strong, integrated communities through its performance of the contract, e.g., through engagement; training and education; partnering/collaborating; and volunteering.

SECTION 6C: THE SERVICE REQUIREMENTS: NPQ SPECIFIC

1. Delivery Service Requirements for NPQ only

- 1.1 Lead Providers shall ensure that their Delivery Partners engage with incumbent Providers delivering the reformed suite of NPQs as required, to ensure a consistent and coherent message is communicated to all Participants and External Bodies.
- 1.2 Where a Participant defers and is not able to complete the course under the current NPQ arrangement, the Provider must ensure that their Delivery Partners work together with the incumbent Provider, and each other, to ensure the Participant is able to continue and complete their qualification.

2. NPQ Programme Length and Timings

- 2.1 The Provider must design training in accordance with the requirements set out in Table 17 below:

Table 17: NPQ training durations			
Qualification type	Taught course duration	Summative Assessment period	Total duration
Specialist NPQs	12 months	3 months	15 months
Leadership NPQs	18 months	3 months	21 months*
NPQH	18 months With flexibility to extend by up to 6 months for Participants new to the role of headship	3 months	21 months* Up to 27 months for Participants new to the role of headship

* For the Leadership NPQs February Cohort, the assessment window will begin a month after the NPQ content delivery concludes to prevent an assessment window that falls in August.

- 2.2 The content detailed in the NPQ Content Frameworks must be covered within the taught course duration. Following this, the Provider has three months to deliver, mark and moderate the Summative Assessment, including completing processes required by the national external moderator. Providers must ensure that Participants are awarded their final mark within the total timeframe. To enable this, Providers must provide the external moderator with all data and materials required in a timely fashion, comply with the external moderator's processes and submit information using the Department and the external moderator's data management systems as required. Providers will be required to ensure that all scripts identified for moderation (10% of the total determined by the external moderator) are marked and received by the deadline set by the external moderator which will normally be at least one full calendar month before the end of the assessment window. When required, providers will be expected to work collaboratively with the external moderator to provide scripts and any relevant background information in the event of any appeals on assessment outcomes being referred to the moderator.
- 2.3 The Department will fund two cohorts for each NPQ in any one academic year:

- 2.3.1 the October Cohort shall commence during term time in October;

- 2.3.2 the February Cohort shall commence during term time in February;
- 2.3.3 The Department reserves the right to amend the number of cohorts in any one academic year and this will be confirmed in the relevant Delivery Call Off cohort brief.
- 2.4 The Provider shall ensure all Participants registered for a NPQ receive an induction, so they are suitably prepared to commence the training, i.e. ensuring Participants have access to the relevant systems to enable them to access materials.
 - 2.4.1 All Participants will be required to register with a Central Digital Platform as described in Section 6A paragraph 8 of the Service Requirements.
- 2.5 The Provider must deliver the training substantially within school term dates and is expected to maximise attendance/engagement by being mindful of key dates within the school year such as SATs and GCSE exam dates, as well as religious holidays.

3. National Professional Qualifications Content and Design

- 3.1 The Provider shall ensure that each of the NPQ curricula and content it designs is in accordance with and includes all of the knowledge and skills outlined in the relevant NPQ Content Framework.
- 3.2 Providers are expected to engage with the expertise of their Delivery Partners when designing and refreshing the content and delivery to ensure that subject expertise, best practice and local contexts can be considered.
- 3.3 Providers shall ensure that the content for the NPQ training works for all Participants, regardless of subject, phase, or context. This can either be via a universal programme of content suitable for all eligible Participants drawing from a range of subjects, phases and contexts or separate sets of content which are subject, phase and/or context specific.
- 3.4 Providers shall ensure that the NPQ for Leading Teaching includes the use of evidence-based, tailored, subject or phase specific exemplification materials embedded into the training. This is to ensure Participants develop expert teaching practice in their relevant context.
- 3.5 Providers shall ensure that the NPQ for Early Years Leadership includes the use of evidence-based, tailored, context-specific exemplification materials embedded into the training. This is to ensure current and aspiring Early Years leaders develop expertise in Early Years practice and leadership in their relevant context.
- 3.6 Providers shall develop high-quality training materials that cover all the content in the relevant NPQ Content Framework, making use of evidence of effective pedagogy and that provision is revised over time to reflect emerging evidence and outcomes.
- 3.7 Providers shall ensure that the taught materials are informed by current research and international best practice.
- 3.8 Providers shall ensure that Participants have direct access to the latest evidence and research, wherever possible, for free. Where original evidence or research is not free, Providers should access this themselves and summarise the research in their curriculum materials, in order to make this accessible for the Participants.

- 3.9 Providers shall ensure that as a minimum the design of the course meets the minimum hours criteria set out in Table 18 below:

Table 18: NPQ minimum hours requirements			
Qualification type	Minimum overall hours	Minimum synchronous delivery	Minimum face-to-face delivery
Specialist NPQs	50 hours	20 hours	8 hours
Leadership NPQs	75 hours	30 hours	12 hours

- 3.10 To meet the minimum overall hours requirements Potential Providers should calculate the total amount of time that Participants will need to complete the programme, including using self-study materials and completing Formative Assessments, but not including personal revision time for the Summative Assessment.
- 3.11 Synchronous delivery includes face-to-face (i.e. in person) delivery as well as other live sessions (i.e. online lectures/seminars, group work and mentoring). Any sessions delivered in person would count towards the minimum number of hours for synchronous delivery.
- 3.12 Potential Providers should be aware that Table 18 above sets out the minimum hour requirements, not guide amounts, and in all cases Providers will need to cover all the knowledge and skills in the NPQ Content Frameworks. As such, Providers may design training of different lengths within the Specialist or Leadership categories (i.e. NPQH may require more hours than NPQSL). Providers shall ensure that the delivery of their training takes into account Participant workload considerations and will structure content effectively so that minimal time is spent studying outside of working hours.
- 3.13 During the Set Up Call Off, the Provider shall provide sample NPQ course materials and case studies as part of the Department's quality assurance process. Providers will be required to submit all course content, case studies and mark scheme materials following completion, as specified at section 6C, paragraph 5 of the Service Requirements.

NPQ Assessment

- 3.14 To pass an NPQ, a Participant must meet the following criteria:
- 3.14.1 engage with 90% of the course (exact requirements to be determined by the Provider);
 - 3.14.2 submit and pass one Summative Assessment;
 - 3.14.3 where possible, Providers should seek participation data well in advance of the assessment window; this is to ensure that only Participants who have met the 90% requirement are put forward for the Summative Assessment.
- 3.15 Throughout the programme, Providers are required to ensure that Participants undertake Formative Assessment, and the results of this should feed into future delivery. A range of Formative Assessment methods may be used, and it is for Providers to decide which methods are most appropriate to use and when.
- 3.16 Providers shall design an assessment process to measure participation in the course. Providers should be able to track participation and aim to put measures in place when Participants are at risk of not meeting the participation metric threshold.

- 3.17 Providers must provide Participants at the start of their training with a complete list of course elements that will count towards participation metrics and set out how participation in those elements will be measured. These could include, but are not limited to, face-to-face sessions, webinars, and self-directed study. They must, however, include Formative Assessment activities.
- 3.18 Providers must ensure that they comply with their legal obligations under the Equality Act 2010. Providers must make adjustments to ensure that course elements, including attendance at core sessions, can be adapted for Participants with protected characteristics/additional needs.
- 3.19 Providers shall prepare NPQ Summative Assessments that:
- 3.19.1 take the form of a case study, based on a hypothetical but realistic scenario, likely to be faced by Participants in their respective current or future role;
 - 3.19.2 are a minimum of 2,000 words in length;
 - 3.19.3 only cover content referred to in the relevant NPQ Content Framework;
 - 3.19.4 represent a likely situation to be faced by a Participant at the relevant NPQ qualification level or role;
 - 3.19.5 allow Participants to demonstrate their understanding of the relevant NPQ Content Framework and offer them an opportunity to demonstrate that they can successfully apply this;
 - 3.19.6 test Participants on a variety of both 'learn that' and 'learn how to' statements from within the relevant NPQ Content Framework;
 - 3.19.7 are accompanied by a unique and specific mark scheme setting out what constitutes a 'pass' and a 'fail', ensuring marks are awarded for both 'learn that' and 'learn how to' statements of the relevant NPQ Content Framework.
- 3.20 The Provider must create and set a new and different case study and corresponding mark scheme for each cohort for every NPQ to limit the risk of plagiarism. The Provider must ensure that all Delivery Partners use the same assessment where the cohort/qualification level is the same.
- 3.21 Under the Set Up Call Off for Lots 2-4, the Provider shall develop and submit case studies and mark schemes for each NPQ level to enable the delivery of Summative Assessments across three annual Call Offs, with two cohorts each year. Once the pool of assessment materials developed during the Set Up Contract has been fully utilised and a provider is awarded further Delivery Call Off across Lots, the Provider will be required to develop further case studies and mark schemes (1 per cohort, per NPQ level) as part of the Lot's Delivery Call Off. Providers will receive additional funding for these additional case studies and mark schemes, capped at £4,500 for a suite of 6 for Lot 2, and capped at £1,500 for a suite of 2 for Lot 3.
- 3.22 The Provider must deliver the Summative Assessment to all Participants after the course content has been delivered:

- 3.22.1 The assessment windows for Specialist NPQs are 1st October to 31st January, and 1st February to 30th April, excluding weekends and Bank Holidays;
- 3.22.2 The assessment windows for Leadership NPQs are 1st April to 30th June, and 1st September to 30th November, excluding weekends and Bank Holidays. For the Leadership NPQs February Cohort, the assessment window will begin a month after the NPQ content delivery concludes to prevent an assessment window that falls in August.
- 3.23 The Provider shall provide samples of assessment materials (case studies and associated mark schemes) for quality review, as outlined at section 6C, paragraph 5 of the Service Requirements.
- 3.24 Participants will be allowed an eight-day window to provide a written response of a maximum of 1500 words for the case study (unless adjustments are required on an individual basis) in an 'open book' setting. If providers wish, they may increase the word limit for the Leadership NPQs (NPQH, NPQSL, NPQEL and NPQEYL) to between 1500-2500 words per Summative Assessment response. Participants should receive the unseen case study question at the start of the eight-day window (exact timing to be determined by the Provider) and submit their response by midnight of the eighth day.
- 3.25 Providers must provide Participants, at the start of their training, the dates of the Summative Assessment so Participants can plan for this with their schools.
- 3.26 The Provider shall develop mechanisms for accurately measuring and reporting participation rates in the Summative Assessment task and have mechanisms and strategies for improving low participation rates.
- 3.27 The Provider shall develop mechanisms for accurately moderating Summative Assessment answers to ensure faithful and consistent application of the mark scheme across Delivery Partners. Additionally, as detailed in section 6C paragraph 2.2 above, the Provider will work with the Department and/or its External Bodies to ensure a sample of 10% of Summative Assessment submissions are externally moderated. The Provider shall ensure that the assessment submission is able to be shared in a format that is compatible with the MS Office software suite.
- 3.28 The Provider shall develop and implement a policy which outlines mechanisms to mitigate the risk of plagiarism. This shall include the use of software to detect plagiarism and detail how suspected cases of plagiarism will be investigated and addressed.
- 3.29 Providers shall design a delivery model that promotes impartiality relating to the Assessment Function. This must include an 'ethical wall' whereby individuals involved in the delivery of NPQs are separate to the individuals involved in assessment (even if they are within the same organisation) but may also include other measures such as anonymised submissions. The Provider may engage a Delivery Partner specifically to complete the Assessment Function for some or all of its delivery, but this is not required.
- 3.30 The Provider must communicate the moderated outcome of the Summative Assessment (pass or fail) to the Participant within the three-month assessment window.
- 3.31 The Provider must allow Participants to resit the Summative Assessment up to a total of one additional time, in the event they fail the first assessment.

- 3.32 Providers will be funded only to develop one assessment task per cohort and so, to ensure case studies remain unseen prior to assessment, it is recommended that resits are administered at the same time as the next cohort of the same qualification, using the case study prepared for the next cohort.
- 3.33 If a Provider does not have a Call Off for the next cohort, they should administer the resit no later than six months after the Participant received their original result, using the case study/mark scheme that would have been used for the next cohort. There will be no additional funding to a Provider for delivery associated with resits.
- 3.34 At the end of each cohort, Providers shall confirm with the Department for each Participant whether they fulfilled the two assessment requirements (participation metrics and the Summative Assessment) and therefore whether they were awarded the qualification.
- 3.35 Subject to the Provider confirming that a Participant has passed the assessment requirements, a certificate will be made available for Participants.
- 3.36 Providers must ensure that, if NPQH delivery is extended for a Participant taking the NPQH with the Early Headship Coaching Offer for New Head Teachers, Summative Assessment takes place during an appropriate assessment window, as outlined in Section 6C paragraph 3.22 above, and is subject to the same moderation procedures.

Appeals

- 3.37 Providers must design a policy for, and operate, a fair and accessible appeals process, that can be shared with the Department on request. Where the cause for appeal relates to the marking of the Summative Assessment (including resits), the process must involve a minimum of one person not involved in the original marking and moderation. The policy shall also cover cases where the cause of appeal relates to participation metrics (for example, a Participant believes there has been an administrative or technical error in recording engagement).
- 3.38 The Department and/or its External Body working on its behalf will be the final arbiter if all processes internal to the Provider have been exhausted. The Provider shall endeavour to resolve appeals within a reasonable time period, and the Department therefore expects internal procedures would take no longer than three months from the date the appeal is submitted by the Participant.
- 3.39 A Participant's decision to appeal shall not affect their ability to resit the Summative Assessment on one occasion.
- 3.40 The associated cost of handling any appeals will be borne by the Provider at their own expense.

4. Early Headship Coaching Offer for New Head Teachers

- 4.1 The Provider shall develop and deliver a tailored, face-to-face support offer for New Head Teachers taking the NPQH in their first five years of headship. The majority of this should be face-to-face, but in some instances, it may be preferable for virtual support, especially due to ongoing pandemic-related pressures. This must also be suitable for New Head Teachers who have taken the NPQH before headship if taken within five years of becoming a New Head Teacher.
- 4.2 The Provider shall make sure the Early Headship Coaching Offer lasts for at least the duration of an academic year, starting during the New Head Teacher's first five years in role, and delivery should take into account the workload of a New Head Teacher. The Provider shall

ensure that the Early Headship Coaching Offer works for all New Head Teachers, regardless of phase or context.

- 4.3 The Provider shall give due consideration to different delivery methods; these could include, but are not limited to, a combination of coaching sessions, one-to-one support discussions and peer network support. The Early Headship Coaching Offer should enhance delivery of the NPQH, regardless of whether the New Head Teacher is currently taking the NPQH or has already completed it. The Early Headship Coaching Offer must be based on the content of the NPQH Content Framework and work in relation to, and fit around, the wider NPQH programme. Individuals delivering the Early Headship Coaching Offer should have expertise in this content.

5. NPQ Content Quality Review and Submission

- 5.1 Under any Set Up Call Off Contract, the Provider shall share specified content for quality review and sign-off by the Department and/or its External Bodies. The review process is set out below.
- 5.2 Delivery of curriculum content for the first Delivery Call Off is subject to Department sign-off.
- 5.3 Following successful quality review and content development, Providers shall submit all content developed during the Set Up Call Off to the Department in line with the Milestone Payment reimbursement plan as set out in Schedule 2 of the Call Off Contract.
- 5.4 The Department will notify the Provider which section(s) of which NPQ Content Framework(s) will be tested from June 2022 in the quality assurance review in accordance with a schedule sent to the Provider prior to the start of the formal review. The Provider shall share relevant curriculum content (including Formative Assessment materials) that demonstrates delivery of the section(s), and one or more Summative Assessment case studies and mark schemes as specified. All materials must have been proofread to a professional standard. The Department recognises that content related to a section of a NPQ Content Framework may not be taught sequentially; therefore, Providers will be required to submit supporting explanatory notes (including a sequence tracker setting out how the statements from each section of each NPQ's Content Framework will be covered) to assist the quality review.
- 5.5 The Department and/or its External Bodies will appraise the NPQ sample curriculum content against quality thresholds and will assess whether it sufficiently demonstrates delivery of specified sections of each NPQ's Content Framework and compliance with assessment requirements.
- 5.6 Outcomes of the quality assurance process by the Department and/or its External Bodies will be communicated to the Provider in September 2022 (exact date to be clarified at Contract Award). Where the curriculum content has met expectations, the Provider will be able to develop further content and will be permitted to commence delivery of the content to Participants in the third Cohort (2022/23). Where curriculum content falls below expectations, the Provider will be required to respond promptly to feedback and provide adequate reassurance, to the reasonable satisfaction of the Department, before delivery under a Call Off Contract awarded for the 2022/23 cohort can commence. If the revised content also falls below expectations, the Department reserves the right to postpone the Provider's commencement of delivery from the October until the March cohort, or immediately terminate the first Delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any set up costs previously paid. The Department will work with Providers to manage the associated impact to enrolled Participants in this scenario. The Department will have final sign-off on materials being delivered as part of any Call Off Contract awarded to the Provider.

- 5.7 The Department reserves the right to request further sample curriculum content and assessment materials for quality assurance from October 2022. Accordingly, the associated Milestone Payment is subject to Department satisfaction and sign-off.
- 5.8 Any second review will follow the same process as set out in section 6C, paragraphs 5.4 and 5.5 above. Again, the Department will notify the Provider which section(s) of which NPQ Content Framework(s) will be tested in accordance with a schedule sent to the Provider prior to this second review period.
- 5.9 Outcomes of a second review by the Department and/or its External Bodies will be communicated to the Provider in December 2022 (exact date to be clarified at Contract Award). Where the curriculum content has met expectations, the Provider will be able to conclude content development under the Set Up Call Off and will be permitted to deliver content across Delivery Call Offs, without further planned content quality reviews by the Department. Where curriculum content falls below expectations, the Provider will be required to respond to feedback promptly and provide adequate reassurance before delivery under a Call Off Contract awarded for the 2022/23 cohort can commence. If the revised content also falls below expectations, the Department reserves the right to immediately terminate the first Delivery Call Off Contract and the Set Up Call Off Contract and seek to recover any set up costs previously paid. The Department will work with Providers to manage the associated impact to enrolled Participants in this scenario. The Department will have final sign-off on materials being delivered as part of any Call Off Contract awarded to the Provider.
- 5.10 If the Provider fails to achieve any Milestone set out in the Set Up Call Off Contract, the Provider will be subject to measures set out in Schedule 7 Part 2 of the Call Off Contract.
- 5.11 Submission of all curriculum content developed under the Set Up Call Off:
 - 5.11.1 Upon passing the quality review, Providers are required to submit all completed NPQ curriculum content to the Department as set out below and in line with the Milestone Payment reimbursement plan, as specified in Set Up Milestones and Payment Reimbursement tables 21 and 22 in this document.
 - 5.11.2 The Department reserves the right to amend the curriculum and Providers will ensure that any such amendments are adopted within the approved content materials for NPQ.
- 6. Scholarship Funding, Recruitment Volumes and Ambition for NPQs only**
 - 6.1 Increasing the quality of teaching and leadership is a core priority for the Department and improving the retention of teachers and leaders also remains critical. Ensuring there are sufficient high-quality teachers and leaders in our schools for the long term and elevating the status of the teaching profession are named priorities in the Department's Single Departmental Plan.
 - 6.2 Every person in every school has been affected by COVID-19. The NPQ training offer has the potential to aid education recovery by helping to raise the quality of teaching and improve retention of staff.
 - 6.3 Through the Education Recovery Package (ERP) we have made a public commitment to make available funding to 150,000 NPQs to be delivered over 3 years (21/22 Academic Year, 22/23 Academic Year and 23/24 Academic Year). The Department will provide fully funded scholarships for all NPQs and the NPQH ASO to allow all teachers and leaders employed in state funded schools (local authority maintained schools, nurseries and academies) and state funded organisations that offer 16-19 places in England, for cohorts starting in 21/22 Academic

Year, 22/23 Academic Year and 23/24 Academic Year. From the launch of the NPQ for Early Years Leadership in 22/23 Academic Year, in addition to the above teachers and leaders, fully funded scholarships will also be available for all Ofsted registered Early Years providers.

- 6.4 The recruitment ambition beyond 23/24 Academic Year under this Framework will be subject to future Spending Review agreements. The Department reserves the right to review and amend the NPQ funded scholarship criteria for future Call Offs following the Annual Cohort Competition for year 1 of this Framework.
- 6.5 Teachers and leaders who have previously undertaken an NPQ will be eligible for funding on the reformed suite, subject to meeting the scholarship criteria. This includes all those who have previously deferred, withdrawn from or failed an NPQ prior to 2021 (including, but not limited to, the legacy 2017 suite). A Participant will not be eligible for funding from the Department and will not count towards recruitment targets if they have previously withdrawn from or failed the same reformed NPQ qualification since 2021.

Table 19: Scholarship criteria for Departmental funded training (21/22 Academic Year- 23/24 Academic Year)	
Scholarship funding criteria	Lead Provider delivery requirements
<p>For all Leadership NPQs, Specialist NPQs and the Early Headship Coaching Offer (for New Head Teachers, during their first five years in role), the Department will provide fully funded scholarships for all teachers and leaders who are employed in:</p> <ul style="list-style-type: none"> • state funded schools in England; • state funded organisations that offer 16-19 places in England; • For the EY NPQ, in addition to the above teachers and leaders, the Department will also provide fully funded scholarships for all practitioners and leaders who are employed in Ofsted registered Early Years providers in England 	<p>Lead Providers will validate that the Participant is employed by a school or organisation who meets the criteria.</p> <p>Lead Providers will be responsible for assessing Participants before registration, to ensure suitability and commitment to the programme.</p> <p>For the Early Headship Coaching Offer the Lead Provider will confirm the Participant has completed the NPQH before headship or is taking the NPQH, and is in their first five years of headship.</p>

Provider's individual annual targets will be agreed as part of the Annual Cohort Competition for Delivery Call Offs in respective Lots. The volume totals are provided as a range below, these are what need to be achieved each year to achieve the Department's commitment of 150,000 Participants by the end of Academic Year 2023/24.

Table 20: Annual totals per specialist and leadership NPQs as a range		
Qualification type	Starting in 22/23 Academic Year	Starting in 23/24 Academic Year
Specialist NPQs	44,000 – 47,000	44,000 – 47,000
Leadership NPQs	18,000 – 21,000	18,000 – 21,000

7. Recruitment Targets for NPQs

- 7.1 The Provider is required to meet 100% of the annual targets, as set out in the KPIs in Part 2 of Schedule 2 of each Call Off Contract. It is expected that 60% of Participants will commence their training in the October Cohort and 40% in the February Cohort the Department reserves the right to finalise the details as part of the Delivery Call Off. In the event the Provider fails to achieve any KPI, they shall be subject to the measures set out in Schedule 4 of the Framework Agreement and Schedule 2 of each Call Off Contract.
- 7.2 Subject to prior written approval from the Department, the Provider may recruit more than the targeted number of Participants for each cohort. Maximum numbers will depend on the availability of funding.
- 7.3 The Provider may recruit school funded Participants (including International), but this must not be detrimental to the delivery of the Department requirements for scholarship funded recruitment and delivery.
- 7.4 For cohorts starting in October 2022 and February 2023, the Provider is not restricted in the geographical targeting of their recruitment, but will be required to deliver the targeted numbers specified in each Call Off Order. The Provider must develop opportunities to expand their targeting after the first Call Off in line with any change and/or expansion of the NPQ programme.
- 7.5 The Provider is not permitted to charge Schools (except in accordance with the Conditions of Contract) for any of Services in respect of Part A (Department funded NPQ) or offer any financial (or equivalent) incentives linked to recruitment.

8. Recruitment Standards for NPQs

- 8.1 The Provider shall:
- 8.1.1 establish and operate robust recruitment, selection and admission policies;
 - 8.1.2 establish and operate robust deferral and withdrawal policies that take account of Management Information required by the Department; in line with Annex A deferrals and withdrawals management framework;
 - 8.1.3 ensure policies are transparent, reliable, inclusive and support social mobility;
 - 8.1.4 assess Participants before registration, to ensure suitability and commitment to the programme. The target audiences for the suite of NPQs as specified in section 1 paragraph 2.2 of this Specification. It should be noted that those without qualified teacher status (QTS) are eligible to take NPQs, but providers should work with prospective Participants to ensure suitability and commitment to the programme. For the NPQ in Early Years Leadership only, while it is envisioned that Participants should hold a full and relevant Level 3 qualification or higher prior to starting the NPQ, there may be instances where it appropriate for Participants without this to take the NPQ. Providers should work with prospective Participants to ensure suitability and commitment to the course;
 - 8.1.5 undertake eligibility checks for scholarship funding, as outlined in Table 19 above. It should be noted that the Department's position on the eligibility criteria may change in line with Departmental priorities and budget agreements.

9. Funding Model for Department Funded NPQs

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

- 9.1 The NPQ funding model for all Part A Department Funded NPQs is based on a payment by results model where the financial risk is shared between the Department and the Provider. There are three elements to the funding model: set up and mobilisation (Programme Design and User Digital Platform), a Service Fee, and output based performance payments.
- 9.2 As set out in section 6C paragraph 12, for Lot 2, the Department intends to make funding available to cover Programme Design and User Digital Platform set up and mobilisation costs via a Set Up Call Off Contract for any organisation who has not previously been awarded a Set Up Contract under the 2021 NPQ Delivery Framework.
- 9.3 As set out in section 6C paragraph 12, for Lot 3 the Department intends to make funding available to cover Programme Design set up and mobilisation costs via a Set Up Call Off Contract. Additionally, for any Provider who has not previously been awarded a Set Up Call Off Contract under the 2021 NPQ Delivery Framework and is not awarded a Set Up Call Off Contract for Lot 2, the Department intends to make funding available to cover User Platform Digital set up and mobilisation costs.
- 9.4 As set out in section 6C paragraph 12, for Lot 4, the Department intends to make funding available to cover Programme Design set up and mobilisation costs via a Set Up Call Off Contract.
- 9.5 For Delivery Call Offs, the Department will pay a fixed percentage of overall funding as a monthly 'Service Fee' to provide certainty of funding towards the Provider's fixed costs, which will be paid in line with the duration of each NPQ. The remainder of the funding available will be generated by a Provider's performance in achieving its targets, on a per Participant or case study developed basis, upon completion of Milestones. Costs relating to the ongoing maintenance of the Provider's User Digital Platform will be capped at a value of £150,000 per year per provider across all NPQs being delivered. Development of additional case studies will be capped at £4,500 per suite of 6 case studies for Lot 2 and £1,500 for a suite of 2 case studies for Lot 3.
- 9.6 Apart from Programme Design and User Digital Platform set up and mobilisation costs if a Set Up Call Off Contract is awarded, the funding model has not been designed to reimburse actual costs incurred per se in the delivery of the Services. However, a breakdown of costs is required in the Pricing Schedule to help the Department agree to reasonable set up costs and monitor the costs of on-going delivery for the programme. Full details on cost information required and definitions of fixed, variable and set up costs can be found in Document 5 – Pricing Schedule.
- 9.7 The Price Per Participant submitted for each NPQ should include any communications and marketing costs the Provider expects to incur. These are subject to the Department's approval and a potential cap on the total amount that can be spent across all programmes. Providers should therefore base their delivery models on no-cost methods of communications or, essential activities where cost effectiveness can be evidenced and where other no cost or low cost options have been exhausted.
- 9.8 As stated in Schedule 7, Part 1A of the Framework Agreement, for each Delivery Call Off awarded, the Department will make payment for ongoing integration, maintenance and developed of the Provider's User Digital Platform. Payment will be made in accordance with the rates set out in Schedule 7 of the Framework Agreement.

- 9.9 As stated in Schedule 7, Part 1A of the Framework Agreement, the Department will make payment for additional assessment case studies should there be a requirement. Payment will be made in accordance with the rates set out in Schedule 7 of the Framework Agreement.
- 9.10 The Department reserves the right to introduce targeting measures to encourage uptake of NPQ courses among particular groups of teachers and leaders. While not part of the current payment model, such targeting could in the future take the form of uplift payments made on a per-participant basis. Criteria for per-participant uplift payments would support policy objectives of delivering NPQ training across education settings, ensuring that the benefits of NPQ courses are realised equitably.
- 10. NPQ Monthly Service Fee**
- 10.1 The Department will pay up to 40% of the total contract value for each Cohort as a proxy for the incursion of a Provider's Fixed Costs.
- 10.2 The Service Fee will be reimbursed throughout the contract as set out in Schedule 2: Part 1 of each Call Off Contract.
- 11. NPQ Output Based Performance Funding**
- 11.1 For all NPQ Lots, the output based performance funding will be paid on a per Participant basis for each NPQ level and for the Early Headship Coaching Offer for New Head Teachers (Lot 2 only), upon completion of Milestones relating to the ongoing maintenance of the Provider's User Digital Platform or on a per case study developed basis linked to outputs as described in Schedule 2: Part 1 of each Call Off Contract. Payments relating to the Early Headship Coaching Offer, ongoing User Digital Platform and additional assessment case studies developed will be paid solely through Output Payments. Output based performance funding will account for the remaining percentage of funding of each Call Off Contract value.
- 11.2 The Output Payments will be made in accordance with Schedule 2 Pricing: Part 1 of each Call Off Contract and subject to the Provider meeting the performance targets set out Schedule 2.
- 12. NPQ Programme Design and User Digital Platform Set Up and Mobilisation Costs**
- 12.1 Programme Design set up and mobilisation relates to the delivery of the following Service Requirements: delivery of Provider's Set Up Implementation Plan, forming partnerships with and managing Delivery Partners (where applicable); designing the curriculum content for the reformed NPQs, including Formative Assessment; designing the NPQ Summative Assessment and producing the required assessment materials for the Lot NPQs, designing the Early Headship Coaching Offer for New Head Teachers (Lot 2 only) and attracting, assessing, and recruiting Participants.
- 12.2 User Digital Platform set up and mobilisation relates to, the development of a User Platform, that establishes and maintains integration with the Department's digital platform (the Teacher CPD Service). As per section 6A paragraph 8.1 of the Service Requirements, Ongoing User Digital Platform costs are paid through Output Payments.
- 12.3 For Lot 2, the Department intends to provide funding to one or more Providers who have not previously been awarded a Set Up Call Off Contract under the 2021 NPQ Delivery Framework, to claim reimbursement of reasonable Programme Design and User Digital Platform set up and development costs incurred between the period April 2022 to March 2023. The Programme Design set up costs for Lot 2 will be capped at a maximum value £270,000.00 and the User Digital Platform set up costs for Lot 2 will be capped at a maximum of £206,000.00.

- 12.4 For Lot 3 the Department intends to provide funding to one or more Provider to claim reimbursement of reasonable Programme Design set up and development costs incurred between the period April 2022 to March 2023. The Programme Design set up cost for Lot 3 will be capped at a maximum value of £90,000.00.
- 12.5 For Lot 3, the Department intends to provide funding to any Eligible Provider that is successfully appointed to this Lot 3, and who has not previously been awarded a Set Up Contract under the 2021 NPQ Delivery Framework and **is not** awarded a Set Up Call Off Contract for Lot 2, to reimburse reasonable User Digital Platform set up and development costs incurred between the period April 2022 to March 2023. The User Digital Platform set up cost for Lot 3 will be capped at a maximum of £206,000.00.
- 12.6 For Lot 4 the Department intends to provide funding to one or more Providers to claim reimbursement of reasonable Programme Design set up and development costs incurred during the Set Up Call Off Contract period which is expected to extend across 12 months for any new NPQ under Lot 4. This figure will be capped at a maximum value of £45,000.00 per new NPQ and the Department reserves the right to amend the value as part of the relevant Call Off process.
- 12.7 The Department will pay Programme Design and User Digital Platform set up costs on a Milestone basis and payments will be released to the Provider once evidence has been provided to the Department that the Milestones have been achieved.
- 12.8 The Department will make funding available to cover set up and implementation costs under a Set Up Call Off Contract if awarded.
- 12.9 The Provider will have to produce an estimated cost breakdown structure for these costs which will be scrutinised during the evaluation period.
- 12.10 The key milestones associated with Lot 2-4 Set Up Call Off Contract are set out in Tables 21-22 below. Dates indicative and subject to final confirmation at Call Off award.
- 12.11 Table 21 and 22 sets out further Milestones associated with the Set Up Call Off for Lot 2 and 3.
- 12.12 The Department reserves the right to further define Milestones for Future Services which will be tailored to the required Service. Where the requirement is to develop **and deliver** new NPQs it is anticipated that Milestones under this Lot will follow a similar process as set out for Lots 2 and 3.

Table 21: Lot 2 (Reformed NPQs) Set Up Milestones and payment reimbursement

N.B A Set Up Contract will only be awarded to Eligible Providers.

Milestone	Milestone definition	Deadline for the Milestone to be achieved	Milestone Payment
Lot 2 Milestone 1: Provider Implementation Plan agreed	The Provider has submitted their Implementation Plan and it has been agreed by the Department.	19 April 2022	Yes

Lot 2 Milestone 2: Sample content shared for quality review and approved by the Department	<p>Provider shares for review agreed sample materials from NPQs it has not previously delivered, including specified curriculum content which demonstrates delivery of Content Frameworks, and Summative Assessment case studies and mark schemes.</p> <p>Completion of this Milestone requires the approval of the Department.</p>	12 September 2022	Yes
Lot 2 Milestone 3: Host a User Digital Platform and complete integration with the Department's Digital platform	Design and develop a User Digital Platform and establish integration with the Department's digital platform.	30 June 2022	Yes
Lot 2 Milestone 4: Further reassurance of the quality of content to the satisfaction of the Department	<p>Provider shares further sample materials for review at the request of the Department.</p> <p>Completion of this Milestone requires the approval of the Department.</p>	19 December 2022	Yes
Lot 2 Milestone 5: All final curriculum content for six NPQs and all Summative Assessment materials submitted to the Department	Eligible Providers shall submit to the Department all NPQ curriculum content for the six NPQs and all Summative Assessment case study and mark schemes required for delivery of three annual delivery Call Offs under the Framework Agreement (a total of 36).	13 March 2023	Yes
<p>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. Providers 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.</p>			

Table 22: Lot 3 (NPQ for Leading Literacy and NPQ for Leading Early Years) Set Up Milestones and payment reimbursement

Milestone	Milestone definition	Deadline for the Milestone to be achieved	Milestone Payment
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Lot 3 Milestone 1: Provider Implementation Plan agreed	The Provider has submitted their Implementation Plan and it has been agreed by the Department.	19 April 2022	Yes
Lot 3 Milestone 2: Sample content shared for quality review and approved by the Department	Provider shares agreed sample materials for review, including specified curriculum content from the two NPQs which demonstrates delivery of the Content Frameworks, and Summative Assessment case studies and mark schemes. Completion of this Milestone requires the approval of the Department.	12 September 2022	Yes
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)	Design and develop a User Digital Platform and establish integration with the Department's digital platform.	30 June 2022	Yes
Lot 3 Milestone 4: Further reassurance of the quality of content to the satisfaction of the Department	Provider shares further sample materials for review at the request of the Department. Completion of this Milestone requires the approval of the Department.	19 December 2022	Yes
Lot 3 Milestone 5: All final curriculum content for the 2 NPQs and all Summative Assessment materials submitted to the Department	Providers shall submit to the Department all NPQ curriculum content for the 2 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).	13 March 2023	Yes
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.			

- 12.13 The Department reserves the right to amend the requirements for and date of each Milestone for future rounds of NPQ delivery.

13. Management Standards

13.1 The Provider shall:

- 13.1.1 design the NPQ in accordance with the NPQ Content Frameworks and the Department's content quality assurance process (section 6C, paragraph 5 of the Service Requirements);
- 13.1.2 monitor and manage their Delivery Partners and wider supply chain, ensuring they comply with the requirements set out in this Specification when delivering any aspect of it;
- 13.1.3 deliver on their Set Up Implementation Plan and Delivery Plans;
- 13.1.4 meet the KPI targets and Service Levels Agreements (SLA) set by the Department, as outlined in Part 2 of Schedule 2 of each Call Off Contract;
- 13.1.5 comply with clause 3 of each Call Off Contract and operate clear governance, financial risk management and administrative processes (including for the handling and protection of personal data), which adhere to statutory requirements, and implement and operate effective mechanisms to ensure that these are understood and followed by all employees and Delivery Partners;
- 13.1.6 comply with any request for information made by the Department, External Bodies and the QA Function for the purposes of meeting its obligations as a Provider on the Framework;
- 13.1.7 provide accurate, complete and timely information and data in accordance with Part 2 of Schedule 2;
- 13.1.8 operate robust resource, recruitment, retention, contingency and succession planning strategies. These must ensure there are sufficient numbers of qualified and experienced personnel to deliver the NPQs;
- 13.1.9 ensure contingency provisions are made as set out in the Exit Arrangements at section 6A paragraph 14 of the Service Requirements;
- 13.1.10 seek and act on feedback from Participants and/or Schools, take account of new evidence and research, insight from Formative Assessment and work with the Department and the QA Function on any additional measures to improve quality, where applicable;
- 13.1.11 comply with arrangements for monthly management meetings, in accordance with Part 2 of Schedule 2 of each Call Off Contract;
- 13.1.12 ensure Delivery Partners are fully inducted and trained to deliver the curriculum content and delivery timetable as designed;
- 13.1.13 ensure that the Provider's Digital Platform conforms to the digital delivery standards outlined in section 6A paragraph 8 of the Service Requirements and Schedule 14 of the Framework Agreement;

- 13.1.14 collect feedback from Participants upon completion of their NPQ. Satisfaction will be measured through a survey at the end of each year of the programme. The Department and/or its deployed External Body will design and issue a survey for all Participants trained directly by the Provider and their Delivery Partners. The Provider shall support the Department by encouraging Participants to complete a satisfaction survey through the Provider's Digital Platform. The Provider shall ensure that the results and content of the surveys are checked and validated for completeness/accuracy and provided unamended when they are returned to the Department and/or its External Body or QA Function;
- 13.1.15 ensure that any communications between the Department and the Provider which are relevant to Delivery Partners, Participants and/or Schools are cascaded to the relevant party in a positive, timely and accurate way.

14. Independent Evaluation

- 14.1 The Department intends to commission an Independent Evaluation of NPQs to ensure that lessons are learned for future delivery. The Department will share further information with the Provider as it becomes available.
- 14.2 The aim of the Independent Evaluation will be to ensure that delivery is meeting the needs of Participants and Schools. The scope of the Independent Evaluation and detail of the method are in development. Broadly, the Independent Evaluation is likely to include a process element focussing on the successes and challenges during implementation; and an impact evaluation assessing the impact of the programmes on Participants and their schools.
- 14.3 The Department requires the Provider to support their appointed Independent Evaluator in their activities. The Provider is required to factor Independent Evaluation activities into their planning as further information becomes available. The Department and its appointed Independent Evaluator will endeavour to ensure that any Independent Evaluation activity is proportionate and low burden to Providers, Participants and their Schools.
- 14.4 The Provider is required ensure that Participants and their Schools are aware of the importance of engaging in the evaluation and required to take action to encourage Participants and their Schools to respond to evaluation activity.
- 14.5 The Provider is required to support continuous improvement by sharing knowledge and experiences of the successes and challenges faced, with the Independent Evaluator, QA Function and the Department.
- 14.6 Where the Provider's internal monitoring and evaluation activities may come into conflict with the Department's Independent Evaluation, the Provider will give precedence to the Department's Independent Evaluation.

15. School Funded Participants

- 15.1 Schedule 2: Part 1 of the Schools Model Call Off Contract and Schedule 7 Part 1b of the Framework Agreement sets out the pricing and payment process that will apply to School Call Off Contracts.
- 15.2 The aim of the Framework Agreement is to provide teachers and leaders from those organisations with the criteria listed in Table 1 of Schedule 13 of the Framework Agreement with the same ability to undertake an NPQ as those funded by the Department.
- 15.3 Providers shall seek and act on feedback from Schools and/or the Department to ensure that their processes implementing the School Call Off Contracts are accessible, proportionate and

minimise the administrative burden on Schools and Participants to accessing the Services. The Department reserves the right to review the requirements of School Call Offs at any time to ensure Schools and Participants are able to access the Services, when Call Offs are required.

16. Part-time Availability and Portability

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

Annex A: NPQ WITHDRAWAL AND DEFERRAL MANAGEMENT POLICY FOR LEAD PROVIDERS

1. Introduction

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

2. Withdrawal Management Framework

- 2.1 The Provider and or its appointed Delivery Partners will provide support and advice to mitigate withdrawals.
- 2.2 The Provider will develop strategies to mitigate withdrawals through the design and deployment of a rigorous application, recruitment and admissions process, ensuring candidate suitability and securing commitment to the programmes and ongoing supportive communication.
- 2.3 The Department will not fund the Provider for a withdrawn Participant, beyond the Output Payment following the Participant's withdrawal. Participants who have withdrawn due to reasons that may be in/out of the Providers control will be/will not be counted and measured as part of the Retention KPI. The Department will review the reasons and take an appropriate sensible approach as to why the Participant has withdrawn from the programme.

Deferrals Management Framework

Section 1: Participants deferring during an agreed Department Call Off Contract

1. Participants undertaking NPQ are eligible to defer and start at a later date, a time limit will not be set.
2. The Provider will need to be considerate of the process for future Call Off agreements when managing and communicating deferrals.
3. Participants deferring beyond the agreed Department Call Off Contract must be flagged to the Department in the Supplier Data Report and MI. A record of the Participant's metrics to date should be stored. An expected and planned re-engagement date should be included.
4. Reasons for deferrals must be captured to assist with programme development and the Department's evaluation. The Department does not endorse setting restrictions on the reasons for deferrals.
5. The Provider is responsible for maintaining communication with Deferred Participants when operating under a Department Call Off Contract.
6. A Deferred Participant will not count towards the Retention KPI (KPI 3) and Satisfaction KPI (KPI 4) during the agreed Department Call Off Contract that they started the programme on. This is on the basis that the Participant has not completed the programme during the Call Off contracting period. They will be counted towards the achievement of these KPIs during a future Call Off Contract that they later complete the programme in.
7. The payment approach will depend on the point in which the Participant defers:

- a) Where a Participant defers within one calendar month before a Retention Output Payment is due, the Department will fund the Provider for the upcoming Retention Output Payment, in recognition of the provision the Participant would have accessed.
- b) Where a Participant defers more than one calendar month before a Retention Output Payment is due, the Department will not fund the Provider for that provision until the Participant has re-joined the programme.
- c) In all cases, the Provider will only be entitled to the number of Output Payments specified in their original Call Off Contract.

Section 2: Participants deferring onto a future Department Call Off Contracts

1. When competing for further Department Call Off Contracts, Providers must include numbers and details of any Deferred Participants who they intend to provide Services for during that Call Off.
2. If the future Department Call Off Contract is agreed with the originating Provider:
 - a) The Provider will be permitted to re-establish communication with the Deferred Participant and deliver the programmes (subject to GDPR compliance).
 - b) The Deferred Participant will not count towards the Recruitment KPI (KPI 1) measure for that Contract, however they may count towards other KPIs if they remain and complete on the programme.
 - c) The Provider will need to agree a revised schedule for remaining Output payments for each Deferred Participant due to recommence their training with the Department, under the new Call Off Contract.
3. If the future Department Call Off Contract is not agreed with the originating Provider or if the originating Provider is removed from the Framework Agreement, and a Deferred Participant wishes to reconvene their training:
 - The Deferred Participant will be given the choice to continue with another provider. Information will be made available about the Providers available to support the Deferred Participant. For the avoidance of doubt, legacy participants (i.e., those who started an NPQ prior to 2021) will not have the opportunity to transfer partially completed training to a qualification under the new suite. Participants who are unable to complete their qualifications under the 2017 suite will be required to reapply for and restart the new training.
 - The originating Provider will be required to arrange an orderly transition to the Deferred Participant's chosen provider, including handing over details of learning and participation metrics achieved previously.
 - The new Provider will be required to onboard and communicate with the Deferred Participant. The new Provider will need to make a decision about the carryover of participation metrics.
 - For the new Provider, the Participant will not count towards their Recruitment KPI (KPI 1) measure, however they may count towards other KPIs if they remain and complete on the programme.
 - The new Provider will need to agree a revised schedule Output Payments for Deferred Participants transitioned to start the programme. The Department will not pay any previous Output Payments made to the originating Lead Provider, to the new provider.