

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness, the hands of the parties are:

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Date	21/05/2019

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CONTRACT SCHEDULES

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Schedule 1: Specification

SCHEDULE 1A: BACKGROUND AND POLICY SPECIFICATION

1. INTRODUCTION

- 1.1 The purpose of schedule 1A is to support the specification schedule 1B, by providing bidders with sufficient background and policy detail to support an effective and informed bid proposal and contract.
- 1.2 Mathematics has a critical role to play in the future of the UK economy. Good mathematical and quantitative skills equip young people with the essential knowledge and skills required in employment, further study and everyday life. This includes occupations and activities in mathematical and physical sciences as well as social sciences, humanities and the creative arts.¹
- 1.3 Well-established evidence shows that adults with basic numeracy skills earn higher wages and are more likely to be in employment than those who fail to master these skills.² Good mathematical skills are also the underpinning of all STEM disciplines. Ensuring that pupils have a good foundation in mathematics at an early stage is key to ensuring pupils are able to achieve well at GCSE, and pupils who achieve well at GCSE are more likely to take mathematics A level.
- 1.4 Recent changes to the curriculum and qualifications have helped raise standards in mathematics and better prepare pupils for further study and future employment. However there is still more to be done to ensure that all pupils are given the best possible grounding in mathematics. In primary schools, many pupils are still not achieving the expected standard, and secondary schools often don't build well on the foundation provided in primary schools.³
- 1.5 The Department for Education (DfE) has invested in a national programme of support and continuing professional development (CPD) to provide teachers – especially non-specialist teachers at primary school – with the knowledge and support needed to teach mathematics, including the new, more challenging curriculum and qualifications effectively. This includes support to deliver a new effective way of teaching mathematics – Teaching for Mastery (TfM) – to raise standards in line with East Asian countries, who perform best in international comparisons.
- 1.6 Since 2014, the current National Mathematics Centre's role has been to deliver this national programme of mathematics support and continuing professional development on behalf of DfE. This includes managing a network of Maths Hubs, delivering the Teaching for Mastery programme, providing expert advice to DfE on mathematics, and acting as a lynchpin for DfE's other programmes on mathematics and ensuring good coordination between these programmes. [For further information about these programmes, see section 4 of this schedule 1A].
- 1.7 DfE is now looking to build on the previous success of the National Mathematics Centre, using the foundations of the Maths Hub delivery model and principles of Teaching for Mastery, as well as incorporating the future priorities for DfE.

2. POLICY RATIONALE

- 2.1 Students in England still do not perform as well as those in many other developed economies, especially students in East Asia, who perform best in international comparisons.^{4,5}

¹ The Smith Review, 2017: <https://www.gov.uk/government/publications/smith-review-of-post-16-maths-report-and-government-response>

² The Smith Review, 2017: <https://www.gov.uk/government/publications/smith-review-of-post-16-maths-report-and-government-response>

³ Ofsted, 2015. <https://www.gov.uk/government/publications/key-stage-3-the-wasted-years>

⁴ [PISA, 2015](#)

⁵ [TIMSS, 2015](#)

- 2.2** In primary schools, many pupils are not achieving the expected standard. In past years, pupils who did not reach the pre-2016 expected standard in mathematics at age 11 were unlikely to achieve an A*–C in mathematics at GCSE.⁶ In 2017, 25% of pupils did not meet the expected standard for mathematics at key stage 2.⁷ Furthermore, for disadvantaged pupils and those with special educational needs the attainment gap is magnified, with 37% and 64% respectively not meeting the expected standard in the same year.⁸
- 2.3** Secondary schools often do not build on the foundation provided in primary schools:⁹ the gap between high and low achievers worsens over the course of secondary school. Our results in the TIMSS 2015 study, which compared mathematics (and science) performance of 9–10 and 13–14 year olds across almost 60 countries, show a drop in our pupils' mathematics ability relative to their peers in other countries between the end of primary and the end of key stage 3.¹⁰ Whilst pupils in almost all East Asian jurisdictions¹¹ pull ahead in mathematics between these ages, pupils in England fall behind.
- 2.4** We are one of only a few countries in the OECD where the numeracy and literacy of the 16–24 year-old generation is not better than that of the 55–65 year-old generation.¹² This is a barrier to both productivity and economic growth.
- 2.5** There are not enough people studying mathematics post-16. Whilst mathematics remains the most popular subject studied at A level, among those who achieve a GCSE grade C / 4 and above in mathematics only a very small proportion (less than 20%) continue post-16.¹³ In a 2012 study, England had the lowest participation in post-16 mathematics of 24 industrialised countries surveyed,¹⁴ reflecting our unusually narrow post-16 specialisation.
- 2.6** To address these concerns about mathematics education, DfE has taken a number of steps, including reforming the mathematics curriculum and qualifications. A new mathematics National Curriculum was introduced in September 2014, which aims to ensure that pupils secure a deep knowledge and understanding of mathematics. For primary mathematics, there is a greater emphasis on mental and written arithmetic, including teaching times-tables early, use of formal written methods and applying mathematics to solve multi-step problems. The number of pupils meeting the expected standard at key stage 2 in 2018 for the new mathematics curriculum has increased by 6 percentage points since 2016, from 70% to 76%.¹⁵
- 2.7** A new larger and more challenging mathematics GCSE was also introduced in 2015, with the first exams being sat in 2017. It offers greater assurance of numeracy and understanding of underpinning mathematics (including calculation, ratio and proportion) whilst also stretching more able students through additional requirements to demonstrate mathematical reasoning and argument.
- 2.8** Evidence from high-performing jurisdictions around the world also shows that the most important factor in determining the effectiveness of a school system is the quality of its teachers.¹⁶ In England, being taught by a high-quality teacher rather than a less well-qualified teacher adds 0.425 of a GCSE grade point per subject to a pupil.¹⁷ However, most primary teachers do not hold an A level qualification in mathematics (81%).¹⁸ For GCSE mathematics teachers, many don't have a relevant post-A level qualification (22% in 2017).¹⁹ There is also evidence that

⁶ Table 3, [GCSE and equivalent statistics 2016](#)

⁷ [KS2 statistics](#)

⁸ [KS2 statistics](#)

⁹ [Ofsted's September 2015 report on key stage 3](#)

¹⁰ [TIMSS 2015 study](#)

¹¹ Hong Kong is the exception

¹² [OECD Skills Outlook 2013](#)

¹³ [Smith Review, 2017](#)

¹⁴ [Nuffield Foundation](#)

¹⁵ [KS2 statistics](#)

¹⁶ The Importance of Teaching White Paper, 2010 <http://www.educationengland.org.uk/documents/pdfs/2010-white-paper-teaching.pdf>

¹⁷ [Slater, Davies & Burgess, 2009](#)

¹⁸ [NFER Teacher Voice Omnibus, 2013](#)

¹⁹ [School Workforce Census 2017](#).

providing continuing professional development and support to teachers can improve teaching. The Education Endowment Foundation (EEF) has found that ‘there is particularly good evidence around the potential impact of teacher professional development.’²⁰

- 2.9** DfE has therefore invested in a national programme of support and continuing professional development for teachers, which has been delivered by the current National Mathematics Centre. This includes support to deliver a new way of teaching mathematics – Teaching for Mastery – a technique adopted by many high-performing East Asian countries. For more detail on Teaching for Mastery, see section 4 below.

3. ROLE OF THE NATIONAL MATHEMATICS CENTRE (NMC)

- 3.1** The role of the current National Mathematics Centre has included (i) managing a network of Maths Hubs to deliver on their strategic priorities, (ii) delivering the Teaching for Mastery programme, (iii) the China–England Teacher Exchange, (iv) providing expert advice to DfE on mathematics, and (v) acting as a lynchpin for DfE’s other programmes on mathematics (for more detail on the programmes see section 4 below).
- 3.2** In 2014, the Government launched a network of 32 Maths Hubs across England, now expanded to 35 (with plans for further expansion), led by outstanding and inspirational schools and colleges. These are centres of excellence leading transformational change in mathematics teaching. The Maths Hubs draw on expertise from key stakeholders and experts, including teaching school alliances, academy trusts and chains, neighbouring schools and colleges, universities, mathematics experts and employers.
- 3.3** The Maths Hub network has been co-ordinated and managed by the National Mathematics Centre, which has provided specialist advice and support to each Maths Hub, acting as a source of expertise in mathematical education and providing high-quality resources and information to meet requirements for a range of issues on mathematics education. The current National Mathematics Centre has ensured quality and consistency across the network to build effective school-based local leadership of mathematics through the network. The current National Mathematics Centre has also supported and monitored Maths Hub performance against priorities agreed with DfE each year to ensure they are delivering an offer that meets DfE’s aims and ambitions for improving mathematics education.
- 3.4** The schools within the Maths Hubs aim to raise the standard of mathematics education from Year 1 through to A level, and harness mathematics leadership and expertise within an area to develop and spread excellent practice, for the benefit of all students. The programme is backed by £7.2 million funding annually paid by DfE directly to the Maths Hubs through a grant.
- 3.5** The National Mathematics Centre supports and challenges Maths Hubs to develop and deliver annual plans in line with the programme aims and annual priorities agreed with DfE each year, and ensures these are consistent across the network. Each Maths Hub’s annual plan sets out their activities for the current academic year, detailing which Network Collaborative Projects they will deliver. Network Collaborative Projects are developed by Maths Hubs in partnership with the National Mathematics Centre, and are the mechanism through which best practice is developed and shared, and through which schools are supported to improve the teaching of mathematics.
- 3.6** The Network Collaborative Project model allows Maths Hubs to develop, expand, and deliver support that meets the national aims of the programme; while also addressing the needs of local schools and colleges. Each Network Collaborative Project is designed to address a specific issue identified by one or more Maths Hubs and, once established, can be delivered by any Maths Hub through the network, as agreed with the National Mathematics Centre and defined in each Maths Hub’s annual plan. Some examples of Network Collaborative Projects for 2018/19 academic year are: Primary Mastery Specialists Programme; China–England Exchange 2018–19; Primary TfM Focussed Issue (Intervention in a Mastery context); Mathematical Thinking for GCSE; Y5–Y8 continuity; Embedding A level Technology.

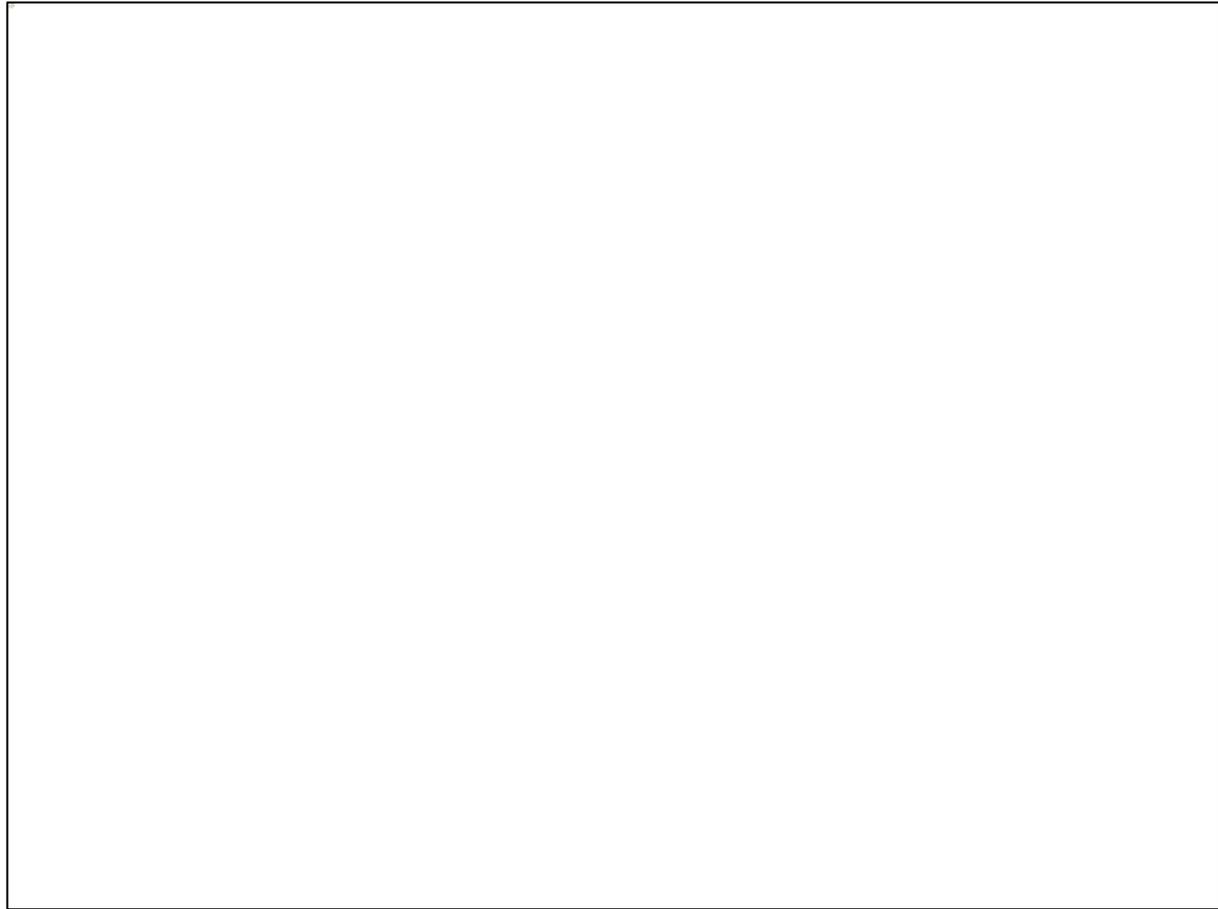
²⁰ [EEF 2018](#)

- 3.7** The National Mathematics Centre also coordinates and supports the Maths Hubs Council, Priority Leadership Groups and Project Coordination Teams, in particular providing administrative support. The Maths Hubs Council maintains strategic oversight of the Maths Hubs network, providing a central channel for Maths Hub Leads to monitor and review the work of the network and liaise with the National Mathematics Centre. Priority Leadership Groups, comprising Maths Hub Leads and chaired by the appropriate director within the National Mathematics Centre, monitor each annual strategic priority, reviewing their implementation and contributing to the evolution and design of future strategic priorities. Project Coordination Teams, comprising Maths Hub Leads and chaired by the appropriate director within the National Mathematics Centre, monitor each Network Collaborative Project, reviewing their delivery and ensuring they align with their respective strategic priorities.
- 3.8** The funding and accountability structures between DfE, the National Mathematics Centre, and the Maths Hub network are indicated below:

Funding structure between DfE, the National Mathematics Centre (NMC), and Maths Hubs



Accountability structure between DfE, the National Mathematics Centre, and Maths Hubs



3.9 The aims and objectives of the current National Mathematics Centre are to:

- 3.9.1** Raise the profile of mathematics teaching and encourage schools to engage with Maths Hubs and the Teaching for Mastery programme. Provide ongoing mentoring and support for the Maths Hubs, providing them with strategic leadership across their programme of work.
- 3.9.2** Deliver the Teaching for Mastery programme covering the primary and secondary phases of education. Acting as a catalyst, advocate and champion for disseminating expertise in the teaching of mathematics, working hand-in-glove with the network of Maths Hubs to embed the programme and ensure its fidelity is consistent at every level.
- 3.9.3** Provide strong and effective leadership and coordination for the Maths Hubs, monitoring and overseeing performance in order to maintain high quality provision. Supporting hubs to focus their activities to match the priorities and goals set by DfE each year.
- 3.9.4** Coordinate the network of Maths Hubs at a national level, providing them with specialist advice and support, ensuring that best practice is shared across the whole network, as well as ensuring that hubs have capacity to provide effective leadership and support to schools and colleges in their respective areas.
- 3.9.5** Act as a source of expertise on mathematical education by: developing and delivering high-quality professional development opportunities for teachers; and providing DfE with high-quality advice and information on issues in mathematics teaching.

3.10 The current National Mathematics Centre fulfils the seven broad objectives in relation to the Maths Hubs programme:

Objective 1. Develop and sustain DfE's overarching programme objectives and vision to provide all schools in England with access to school-led system leadership in mathematics.

Objective 2. Adapt the programme vision, structure and processes to increase effectiveness, in partnership with the Maths Hub network and DfE.

Objective 3. Develop and strengthen Maths Hubs' leadership and management capacity.

Objective 4. Ensure effective planning and project coordination at all levels of the Maths Hubs programme.

Objective 5. Strengthen the leadership and collaboration of the Maths Hubs network.

Objective 6. Ensure effective communication and engagement processes for the Maths Hubs programme.

Objective 7. Ensure effective monitoring and reporting of Maths Hubs' performance and reporting of school level for schools on the programme.

4. TEACHING FOR MASTERY PROGRAMME

4.1 One of the core functions of Maths Hubs is seeking to match the standards achieved in top-performing countries. East Asian jurisdictions such as Shanghai and Singapore are consistently in the top performing groups in international assessments of mathematics performance²¹. Since 2014, Maths Hubs have sought to learn from these countries, including through the China–England Teacher Exchange, which takes place annually. From this interaction, DfE and Maths Hubs have worked with the current National Mathematics Centre to develop a new pedagogical method of teaching mathematics called 'Teaching for Mastery' (TfM), based on effective teaching methods observed in Shanghai. Following a successful pilot in 2015, the programme was announced in July 2016 with up to £41m funding to reach half of all primary schools by 2020.

4.2 Mastery of mathematics is something that we want all pupils to acquire, and to continue acquiring throughout their school lives. Mastering mathematics means acquiring a deep, long-term, secure and adaptable understanding of the subject. At any one point in a pupil's journey through school, achieving mastery is taken to mean acquiring a solid enough understanding of the mathematics that has been taught to enable them to move on to more advanced material. The phrase 'Teaching for Mastery' is used to describe the range of elements of classroom practice and school organisation that combine to give pupils the best chances of mastering mathematics.

4.3 Teaching for Mastery has been crafted to allow students to understand topics in depth and understand connections between them, so that they can develop a secure and adaptable understanding of mathematics. A particular feature of the method is that it encourages primary classes to be taught as a whole rather than in groups based on prior attainment. For high achieving pupils this avoids a focus on accelerating through curriculum content without ensuring that understanding is deep rather than superficial. For lower achieving pupils, it employs same-day intervention so that no pupil gets left behind. This aims to tackle our long tail of underachievement and help us to match the attainment set by top international jurisdictions at primary school level.

4.4 The key features and principles of Teaching for Mastery are as follows:

- Teaching for Mastery rejects the idea that a large proportion of people 'just can't do maths';
- All pupils are encouraged by the belief that by working hard at mathematics they can succeed;
- Pupils are taught through whole-class interactive teaching, where the focus is on all pupils working together on the same lesson content at the same time, as happens in high performing education jurisdictions such as Shanghai. All pupils master concepts before moving to the next part of the curriculum sequence, allowing no pupil to be left behind;

²¹ [TIMMS](#) and [PISA](#)

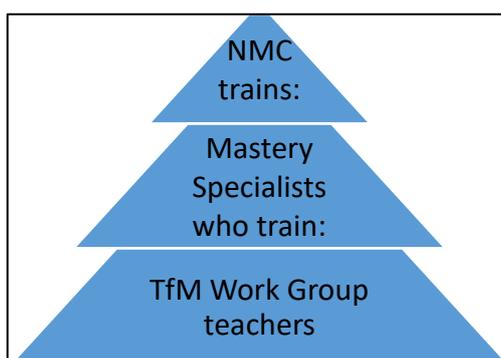
- If a pupil fails to grasp a concept or procedure, checks are in place to identify this quickly and early intervention is put in place so that the pupil is ready to move on with the class in the next lesson;
- Lesson design identifies the new mathematics that is to be taught, the important points, the difficult points and sets out a careful teaching sequence. In a typical lesson pupils sit facing the teacher and the teacher leads the interaction, which includes questioning, short tasks, explanation, demonstration, and discussion;
- Procedural fluency and conceptual understanding are developed in tandem because each supports the development of the other;
- Practice is a vital part of teaching and this is intelligent – both reinforcing fluency with mathematics procedures and developing conceptual understanding in the process;
- Significant time is spent on ideas that underpin future mathematics study. The structure and connections within the mathematics are emphasised so that pupils' knowledge and understanding is sustained;
- Multiplication and addition facts are learnt to automaticity to avoid cognitive overload in working memory, enabling pupils to focus on new concepts.

4.5 The scaling up of Teaching for Mastery through trained specialists represents a significant investment for Maths Hubs and schools. Whilst funding will be provided to schools, the National Mathematics Centre will be critical to ensuring the success of this programme.

5. CURRENT MODEL OF DELIVERY – TEACHING FOR MASTERY PRIMARY STRAND

5.1 In 2015, Maths Hubs piloted the Teaching for Mastery pedagogy and then in 2016 DfE announced investment of £41m to roll out the programme and reach a target of 8,000 primary schools taking part in the programme by 2020. In 2017, DfE announced further investment of £35m to expand the programme to reach a further 3,000 schools by 2023. This included a new focus on primary schools in certain geographical areas, areas with poor performance and secondary. Overall, around 3,000 primary schools have started the Teaching for Mastery programme to date.

5.2 The Teaching for Mastery programme is implemented in a cascade model as below:

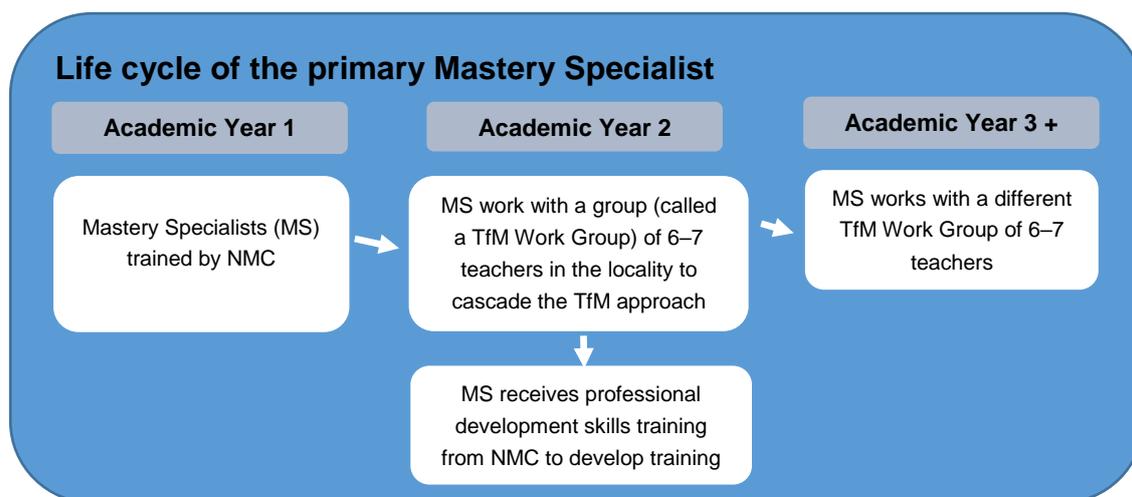


5.3 Since 2015, the current National Mathematics Centre and Maths Hubs have recruited at least 140 Mastery Specialist teachers each year to act as the ambassadors and trainers at the heart of the Teaching for Mastery programme. The first year after being enrolled is a training and development year, establishing Teaching for Mastery in their own schools, with the support of the school's senior leadership team. In the following years, they lead Teaching for Mastery Work Groups involving six or seven other schools in the development of Teaching for Mastery.

5.4 Maths Hubs recruit Mastery Specialists and Work Group schools by advertising Teaching for Mastery training opportunities with local schools. This advertisement is done through the Maths

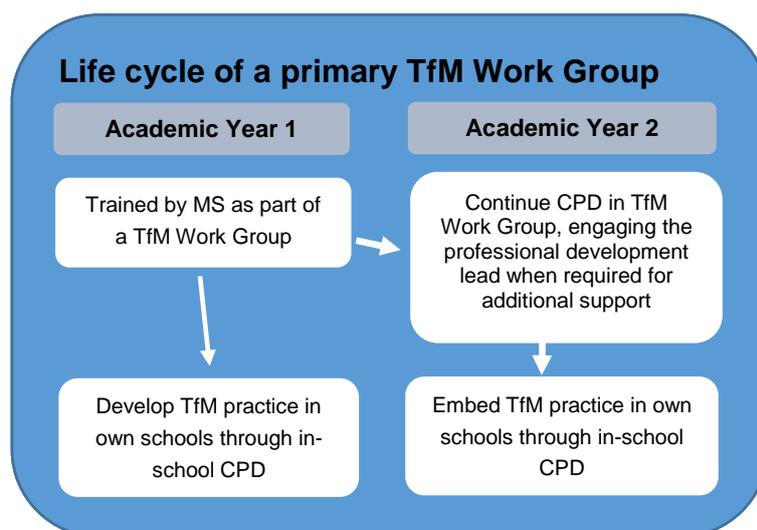
Hubs' own communication routes but also through the current National Mathematics Centre who advertise nationally. With the support of the current National Mathematics Centre and DfE, areas with fewer Mastery Specialists, engagement cold spots, and other priority areas are identified and targeted for the next annual recruitment of Mastery Specialists. Priority areas are defined by DfE each year: these may include areas of disadvantage, schools with low attainment in mathematics, schools with 'Requires Improvement' Ofsted ratings and those in Opportunity Areas. The current National Mathematics Centre aids Maths Hubs with the coordination of the recruitment process for Mastery Specialists and Work Group schools.

- 5.5 The initial training of a Mastery Specialist involves a mix of tutorial-based training, classroom demonstration and observation, group discussion, one-to-one support and action planning. This requires 15 days of teacher release, and cover for this time is fully funded through the Maths Hubs. A proportion of Mastery Specialists also take part in the China–England Teacher Exchange (see Section 10) on top of this training.
- 5.6 After the initial training year, Mastery Specialists support other schools to embed Teaching for Mastery. This ongoing activity requires 30–33 days teacher release time each year a Mastery Specialist is active. This time is fully funded through the Maths Hubs.
- 5.7 During the second year, when they are working with other schools, Mastery Specialists receive training from the current National Mathematics Centre to improve their professional development skills. This helps Mastery Specialists develop their skills in training others the Teaching for Mastery approach.
- 5.8 Diagram 2 below shows the life cycle of a primary Mastery Specialist. Year three is continuously repeated if the Mastery Specialist stays active beyond the three years for which they are initially committed to the programme.



- 5.9 Upon signing up to the programme, the teacher will commit to at least three years of participation on the programme. This commitment must be supported by senior leadership within their school. On recruitment, this commitment is tested and confirmed during interview with both the teacher and head teacher.
- 5.10 A Work Group school can request specific help from the Maths Hub at any point in the Teaching for Mastery programme.
- 5.11 The Teaching for Mastery Work Groups receive funding for the group as a whole. It is decided between the hub and the Work Groups within the hub how this funding is distributed and used by the Work Group members.

5.12 Diagram 3 below shows the current life cycle of a primary Teaching for Mastery Work Group school.



6. MASTERY READINESS STRAND

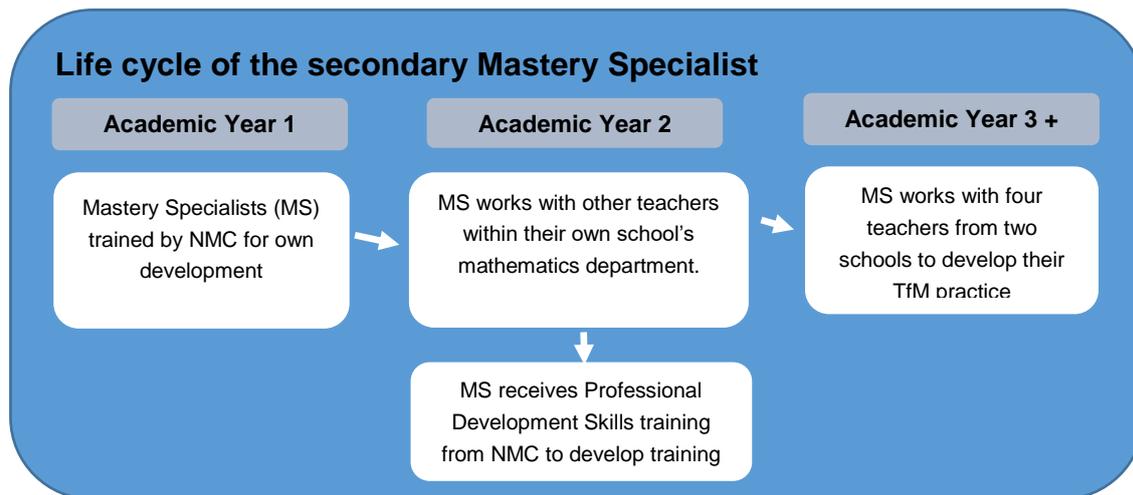
- 6.1 The aim of the Mastery Readiness strand is to provide bespoke support and professional development to primary schools that are currently not ready to engage with the mainstream programme and prepare them for participation.
- 6.2 The strand addresses the prerequisites for successful engagement in the Teaching for Mastery programme, to ensure that schools are “Mastery Ready” and are able to engage successfully in the mainstream programme. It is intended that all schools completing the Mastery Readiness strand will progress to the main programme the following year. Schools are expected to commit to at least three years of the strand – the first year focused on preparation for Teaching for Mastery and the second and third year engaged in the mainstream programme.
- 6.3 The recruitment focus for Mastery Readiness schools will be determined by DfE each year and discussed with current National Mathematics Centre before implementing in Hubs. Currently, schools are selected from Opportunity Areas (OA), category 5 and 6 Achieving Excellence Areas (AEA), schools that have a ‘requires improvement’ Ofsted grade or schools that are significantly underperforming in mathematics.
- 6.4 Each Maths Hub has a ‘Mastery Readiness’ professional development lead to provide high-quality professional development and bespoke support for the schools on the programme. The Mastery Readiness professional development leads have experience in school improvement and working with senior leadership. The current National Mathematics Centre provides professional development and works closely with the Mastery Readiness professional development leads to support development and evaluation of the strand. The cost of the Mastery Readiness professional development leads is covered by the Maths Hub, but schools in the Mastery Readiness strand receive no monetary incentive to partake in the strand, nor are they charged for the programme.
- 6.5 Schools on the strand work in small groups with a Mastery Readiness professional development lead who provides both central support for the group through training events and bespoke in-school support. The Mastery Readiness professional development leads draw upon central resources developed by the current National Mathematics Centre and the community of Mastery Readiness professional development leads, tailoring work to meet the needs of each school. The role of the participating schools is to:
- Attend local training events (including the headteacher on the induction day). The training will include an introduction to Teaching for Mastery, how to prepare a school to be ready to implement Teaching for Mastery, initial steps, both in leadership and in classroom teaching, and strategies to overcome potential barriers;

- Receive school visits from the Mastery Readiness professional development lead to identify specific school issues, support the development of a long-term annual plan, and bespoke support in developing Mastery Readiness.

6.6 The Mastery Readiness strand is currently only available at primary level. Once the secondary programme (as outlined below) is established, a similar strand may be implemented at a secondary level.

7. CURRENT MODEL OF DELIVERY – SECONDARY TEACHING FOR MASTERY STRAND

- 7.1** The development of secondary Teaching for Mastery first started in 2016–17, when all Maths Hubs participated in a national project to start exploring Teaching for Mastery approaches in secondary schools. Between two and four teachers from secondary schools in each Maths Hub took part in the strand. This has now developed into a comprehensive programme to cover Teaching for Mastery in key stage 3, with key stage 4 expected to follow. The investment from DfE of £35 million to expand the Teaching for Mastery programme also included an ambition to reach over half of all secondary schools by 2023.
- 7.2** In the same way as the primary programme, the secondary Teaching for Mastery strand is implemented in a cascade model. The current National Mathematics Centre trains secondary Mastery Specialists, who in turn train other teachers within the mathematics department at their own school, then teachers at other local schools.
- 7.3** Since inception, the current National Mathematics Centre and Maths Hubs have recruited at least 105 Mastery Specialist teachers each year to act as the ambassadors and trainers at the heart of the secondary programme. Similar to primary, the first year in post is a training and development year, establishing mastery in their own work, with the support of the school's senior leadership team. In the following years, they work to embed the Teaching for Mastery approach across the mathematics department in their own school in year 2 before working with four teachers from two schools in their local area in year 3.
- 7.4** The initial training of a Mastery Specialist involves a mix of tutorial based learning, classroom demonstration and observation, group discussion, one-to-one support and action planning. This requires 15 days of teacher release, and the cover for this time all of which is fully funded through the Maths Hubs. A portion of Mastery Specialists also take part in the China–England Teacher Exchange (see section 10) on top of this training.
- 7.5** In the second year, Mastery Specialists will continue to develop their own classroom practices but with a significant emphasis on developing the knowledge, skills and understanding of all members of the department and to explore, develop and implement department-wide approaches, structures and systems which support Teaching for Mastery. This work amounts to 15 days.
- 7.6** After the two initial training years, Mastery Specialists support other schools to embed Secondary Mastery. This ongoing activity requires 30-33 days teacher release time in each year that a Mastery Specialist is active. This time is fully funded through the Maths Hubs.
- 7.7** Diagram 4 below shows the life cycle of a secondary Mastery Specialist. Year three is continuously repeated if the Mastery Specialist stays active beyond the three years for which they are initially committed to the programme.



7.8 In the secondary Teaching for Mastery Work Groups, four teachers from two schools become 'Mastery Advocates' within their own departments and form the Work Group. They work closely with a secondary Mastery Specialist to understand the principles and practices associated with Teaching for Mastery and begin to work in their own classrooms and then with teachers within their own departments to embed these principles and practices with the support of the specialist.

7.9 A Work Group school can request specific help from the Maths Hub secondary professional development lead at any point in the Teaching for Mastery programme. Each mathematics department within the Work Groups receives funding for its teachers to participate in the programme; there are no charges to the school.

8. RESOURCES AND TEXTBOOKS

8.1 High-quality textbooks (pupil textbooks, practice books and teacher guides) are a central feature of Teaching for Mastery and are a key aspect of this programme of work. A high-quality textbook

is an educational resource that provides coherent, logical and detailed curriculum and pedagogy support to teachers, well-designed examples, exercises and assessment questions for pupils, and can be used by pupils both in lessons and independently. The use of well-designed textbooks to set out the curriculum and guide teaching is important.

8.2 To support schools to access high-quality mastery textbooks, DfE set up an expert panel to review commercial primary textbooks against a set criteria. Textbooks submitted by publishers that meet the required standard are recommended to schools on the Teaching for Mastery programme. Schools are currently eligible for funding of up to £2,000 per school (at least match-funded by the school) if they choose to purchase a recommended textbook, including associated programmes of materials such as practice books, teacher guides and online subscriptions. DfE has committed to running the panel on an annual basis to review textbooks until the match-funding is no longer available. The current National Mathematics Centre is not involved in the panel process but does publish the list of recommended textbooks on the Maths Hub website, in an easily accessible and well-signposted location. The current National Mathematics Centre also raises awareness of the textbooks on the recommended list and availability of the subsidy through communications to schools on the Teaching for Mastery programme.

8.3 The current National Mathematics Centre has been working with teachers within the Maths Hub programme to develop a range of materials to help schools and teachers with implementing various elements of a Teaching for Mastery approach, and with the associated professional development. They are producing a 'curriculum spine' for primary schools, which divides the curriculum up into a small number of areas and provides comprehensive teacher guides for each area. The materials can support teachers to develop their subject and pedagogical knowledge and so help to improve mathematics teaching in combination with other high-quality resources,

such as textbooks. This will be complete by July 2019. Development of similar professional development materials for key stage 3 is underway and expected to be finished by July 2019.

9. 'FIDELITY' TO TEACHING FOR MASTERY

- 9.1** DfE believes that for Teaching for Mastery to be effective, it is important that it is implemented with fidelity to the intended approach. The current National Mathematics Centre supports schools to implement the Teaching for Mastery pedagogy in classrooms in a way which supports fidelity to the mastery approach.
- 9.2** The structure of the programme, as described above, aims to ensure schools embed Teaching for Mastery with fidelity by keeping participants as close to a central source of expertise as possible to remain close to the designed programme. Participating schools are supported to embed new approaches through direct training by Mastery Specialists in the work groups. The current National Mathematics Centre also provides professional development resources to support teachers to develop their subject and pedagogical knowledge, and suggests the logical order in which the National Curriculum should be taught to be in line with Teaching for Mastery.
- 9.3** DfE is working with the current National Mathematics Centre to develop and implement a peer review system, which will gather information on the extent to which primary schools have maintained fidelity to Teaching for Mastery.
- 9.4** The information gathered by the peer reviews will help us understand the importance of fidelity in successful implementation of the pedagogy. It will also help us to identify whether any changes to the programme are needed to support schools to embed the full pedagogy. For example, changes might include offering a different level of support to participating schools by changing the duration of work groups or by introducing follow up sessions.
- 9.5** The peer review system is in its pilot stage. DfE and the current National Mathematics Centre will review the model in January 2019 and July 2019 during the pilot and make any necessary changes.

10. CHINA–ENGLAND TEACHER EXCHANGE

- 10.1** The China–England Teacher Exchange is an important piece of training for Mastery Specialists. It aims to provide depth of understanding and fidelity to the successful East-Asian approach, as well generating interest and demand for the Teaching for Mastery programme amongst schools. Ongoing observations of teachers in Shanghai also help to inform future iterations of the Teaching for Mastery programme (see sections 5 and 7 above).
- 10.2** The China–England Teacher Exchange is a two-way exchange programme funded completely by DfE. In the first part, a proportion of Mastery Specialists from England travel to Shanghai to see the mastery approach to mathematics first hand. Currently, 86 primary and secondary mastery specialists participate every year, with participants spread across the Maths Hubs' regions and selected from the cohort of Mastery Specialists by Maths Hubs. The number of annual exchange participants from England will rise to 70 primary and 35 secondary specialists by 2019–20.
- 10.3** In the second part of the exchange, Shanghai teachers travel to England and are based in schools for two weeks. Towards the end of their time in England, their teaching is observed by local teachers through "showcase events". Currently, 86 primary and secondary teachers from Shanghai participate annually and thousands of teachers in England participate in showcase events (7,000 individuals in 2017/18 academic year). The number of exchange participants from Shanghai will rise to 70 primary and 24 secondary teachers by 2019–20.
- 10.4** Mastery specialists build on and embed what they have learned from their training and the China–England Teacher Exchange to support the implementation of mastery in primary Teaching for Mastery Work Group Schools (6–7 per year) and to work on other aspects of embedding Teaching for Mastery, such as the Professional Development Materials.

11. PROFESSIONAL DEVELOPMENT LEADS

- 11.1** Professional development leads have key leadership responsibilities within each Maths Hub for the subject domain in which they specialise. These currently include early years, primary, secondary, post-16 and mastery readiness. There are multiple professional development leads within each Maths Hub. They act as Local Leaders in Maths Education (LLMEs), supporting and running the work of the Maths Hubs. For example, a primary professional development lead supports the primary Mastery Specialists within their Maths Hub, coordinating the work of the Mastery Specialists and reporting back to the Maths Hub and the current National Mathematics Centre.
- 11.2** Professional development leads are trained and accredited by the current National Mathematics Centre. The training they receive includes:
- how to train others in the subject area in which they specialise;
 - recognition of what high-quality and effective practice looks like;
 - how to have an impact on others; and
 - supporting others with the difficult elements of their subject.
- 11.3** After training, professional development leads become part of an online community set up and managed by the current National Mathematics Centre. They must register as professional development leads every year they wish to continue in the role.
- 11.4** Professional development lead training and accreditation is free for the teacher. They are chosen by the Maths Hub for their expertise in the area they will specialise in. Their time as a professional development lead is managed by the hub who coordinates with the current National Mathematics Centre for funding. The work of the professional development leads for the Maths Hub is paid for by the Maths Hub and covered by the grant funding agreement with DfE.

12. FUTURE PRIORITIES FOR THE NATIONAL MATHEMATICS CENTRE

- 12.1** The Maths Hub priorities, reach and impact are set each year by DfE based on direction from Ministers, and the National Mathematics Centre will need to be flexible to deliver these priorities to match the changing educational landscape. This includes agreeing with the Maths Hubs how many Maths Hubs and schools should be involved in each Network Collaborative Project, along with a common objective and evaluation strategy for the year ahead.
- 12.2** A number of improvements in mathematics education have already been realised in the last few years. This includes the implementation of the new, more rigorous curriculum and qualifications; improvements in the attainment of key stage 2 pupils; 3,000 primary schools starting the Teaching for Mastery programme with work starting in secondary schools; and increased participation in mathematics at a post-16 level. However, there are ongoing challenges and more work to be done to ensure pupils have the best possible grounding in mathematics. DfE would like the National Mathematics Centre to continue delivering transformational change to the teaching of mathematics in both primary and secondary schools, including supporting schools in the most challenging circumstances.
- 12.3** DfE's ambition is to reach 8,000 primary schools by 2020 and in 2017, DfE also announced an additional £35 million to expand the Teaching for Mastery programme to a further 3,000 schools by 2023. This expansion includes the participation of 1,700 (or half of all) secondary schools, to build on the successes of primary Teaching for Mastery programme. The remaining 1,300 schools will be new participants on the primary Teaching for Mastery programme, with a focus on low-performing schools in schools in Opportunity Areas and Category 5 & 6 Achieving Excellence Areas through the new Mastery Readiness strand of Teaching for Mastery.
- 12.4** Further work is needed to continue the development of primary mathematics and secondary pedagogy, improving the mathematical expertise of schools, as well as strengthening central leadership and providing clear central guidance, resources and CPD directly to teachers. This includes ensuring that the Teaching for Mastery Programme is effective in schools – particularly, that it is delivered with a high level of consistency and 'fidelity' to the intended approach. The training and support that the current National Mathematics Centre provides will be essential for schools to embed the pedagogy fully with fidelity, including identifying and supporting schools in need of additional help.

12.5 DfE also recognises the need to have a coherent and consistent approach across the entire lifespan of a pupil's educational journey, from Early Years, through primary and secondary school, into post-16 education and beyond. An ongoing priority will be establishing partnerships and maintaining an understanding of other interconnected parts of the mathematics education landscape. This includes:

- working with any DfE-appointed Early Years Foundation Stage CPD provider, to ensure that all pupils develop a secure foundation in mathematics so that they are ready for mastery teaching in key stage 1;
- working in close partnership with the Advanced Mathematics Support Programme (AMSP) to ensure that schools and colleges receive effective support for increasing participation and improving teaching of post-16 maths, including Level 3 Core Maths and AS/A level mathematics and further mathematics;
- working with any Initial Teacher Training (ITT) and Subject Knowledge Enhancement (SKE) providers to support the effective recruitment, preparation and development of all teachers of mathematics;
- working with upcoming DfE school improvement initiatives that include a curriculum focus;
- participating in or supporting any forums or advisory groups as appropriate;
- working with the FE Centres for Excellence and the DfE-appointed delivery partner for that programme to ensure the sharing of best practice and coordination of related activities with schools in relation to post-16 basic mathematics teaching.

12.6 DfE is committed to continuous improvement of the maths programme of work. This includes conducting evaluations of its programmes and obtaining feedback to improve services. This may be carried out by Government or its contractors but will require data collection by the National Mathematics Centre as part of the programme's management information system.

SECTION 1B: SERVICE SPECIFICATION

INTRODUCTION AND BACKGROUND

- 1.1 The purpose of this specification is to provide a description of the services to be provided through the operations of the National Mathematics Centre (NMC), which delivers and supports national programmes to improve mathematics teaching and attainment in England.
- 1.2 The National Mathematics Centre manages the Maths Hub network to deliver its strategic priorities, including the scaling up of the Teaching for Mastery (TfM) programme. The National Mathematics Centre provides a central source of expertise, information and evidence on effective teaching, pupil knowledge acquisition and teacher professional development, supporting successful progression in mathematics throughout key stages 1–5 and beyond. The programme is currently delivering under the identity of National Centre for Excellence in the Teaching of Mathematics (NCETM). The NCETM brand is subject to Crown copyright and will be made available for use at contract award.
- 1.3 The National Mathematics Centre's role is to deliver the national programme of mathematics support and continuing professional development (CPD) on behalf of DfE. This includes managing the network of Maths Hubs, delivering the Teaching for Mastery programme (with the stated aim of reaching 8,000 primary schools by 2020, and a further 3,000 primary and secondary schools by 2023) and the China–England Teacher Exchange, providing expert advice to DfE on mathematics, and acting as a lynchpin for DfE's other mathematics programmes and ensuring good coordination between these programmes. The contract awarded under this procurement will continue this work, building on these measures by supporting the Maths Hubs to deliver on their priorities, including ensuring fidelity of, and participation in, the Teaching for Mastery programme.
- 1.4 The contract will deliver the aims of the National Mathematics Centre. This includes the Government's ambitions for mastery and the Maths Hub network. The contract is expected to begin on 1 July 2019 and to run for three years and two months until 31 August 2022. This includes a one-month transition period at the end of the incumbent supplier's contract, which runs

until 31 July 2019, in order to allow the smooth transfer of functions.

- 1.5 There will be an option to extend the contract for up to a further year. The Contractor should, however, be aware that we have funding for the initial term only and therefore any contract extension is subject to having approval and further funding in place. Any such extension will be solely at DfE's discretion and determined by success measures as monitored through DfE's contract management, including, but not limited to:
- performance against recruitment and retention key performance indicators (KPIs): management information data will identify recruitment and retention performance;
 - cost: we will monitor and track spend to ensure that the suppliers are delivering against key performance indicators within the agreed budget; and
 - participant satisfaction: as part of the evaluation process we will seek feedback from participants on the programme. We will also seek the views of schools, head teachers, etc. in order to assess the added value which the trainees are bringing to the schools.
- 1.6 The Contractor should be aware that DfE reserves the right to terminate, amend, scale up, or reduce the scope of any agreement should funding be withdrawn, changed or there is a significant change in Government policy relating to the delivery of the programme and outputs required as part of this contract, by giving at least 3 months' notice. In addition, this procurement exercise, the service scope and the award of the contract is subject to any change in Ministerial priorities.

2. THE SERVICE REQUIREMENT

- 2.1 The National Mathematics Centre provider will undertake a pivotal coordination and leadership role in working with Maths Hubs to deliver strategic priorities. This will be through a variety of means, including Maths Hub projects that develop best practice locally, and for a variety of topics, such as Early Years, inclusion and the transition from key stage 2 to key stage 3. The National Mathematics Centre will be responsible for transforming the teaching of primary and secondary mathematics through robust implementation of the Teaching for Mastery programme. The successful bidder will have specific key performance indicators on participation, along with driving the Mastery Readiness strand (as described in schedule 1A) for those schools needing more support before implementing Teaching for Mastery. Schools on the Mastery Readiness strand are working towards being part of the mainstream Teaching for Mastery programme.
- 2.2 Teaching for Mastery is a voluntary programme for schools, and still in its early stages. DfE wishes to maintain consistent quality in all areas of programme delivery, and continue to build momentum as the programme scales up. The National Mathematics Centre is fundamental in delivering this.

3. THE NATIONAL MATHEMATICS CENTRE WILL MANAGE THE MATHS HUB NETWORK TO IMPROVE THE TEACHING OF MATHEMATICS AND THE SCALING UP OF TEACHING FOR MASTERY IN PRIMARY AND SECONDARY.

- 3.1 The purpose of the National Mathematics Centre is to provide a central source of expertise, information and evidence on teaching, pupil knowledge acquisition and teacher professional development in mathematics. The National Mathematics Centre utilises the Maths Hubs network to support this aim, including by cascading the Teaching for Mastery programme across primary and secondary schools in England. The Maths Hubs network provides a local source of expertise, school-to-school support, information and evidence on effective teaching, and professional development in mathematics with the aim of supporting successful pupil progression in mathematics from Early Years through to key stage 5 and beyond. The Maths Hubs are funded directly by DfE.
- 3.2 Since 2006, DfE has supported the delivery of the National Mathematics Centre through the National Centre for Excellence in the Teaching of Mathematics (NCETM). The NCETM brand and associated intellectual property rights are owned by the Crown and use of this will be made available to the winning bidder to use during the term of the contract only.
- 3.3 The focus of the National Mathematics Centre is to manage and support the work of the Maths Hubs network. DfE may expand, reduce or accelerate different strands of the Maths Hub

programme of work. The National Mathematics Centre will be expected to manage and agree the detail of this annually with DfE, and agree targets and quality outputs within the Service, including review of the pricing model.

- 3.4 The purpose of the Teaching for Mastery programme is to train teachers in the mastery approach to teaching mathematics so that all pupils receive a high-quality education and can master the fundamental basics of mathematics. The aims of the Teaching for Mastery programme are detailed in full in section 4 of schedule 1A.
- 3.5 DfE is keen to continue with its approach and wishes to continue with the National Mathematics Centre and Maths Hub programme delivery, including the annually reviewed strategic priorities and the Teaching for Mastery programme. The Maths Hubs programme will be an enabler for all schools and colleges to implement new curricula and qualifications and improve the quality of mathematics teaching more generally. The National Mathematics Centre will have two key programme aims to deliver for DfE: (i) management of the Maths Hubs to deliver improvements in the teaching of mathematics; and (ii) scaling up of Teaching for Mastery in primary and secondary schools.
- 3.6 The establishment of the Maths Hubs was a great step forward in sector-led leadership to improve standards in mathematics. Expert central support and co-ordination is essential to support Maths Hubs in their role – so they can mature their leadership, reach and expertise to deliver effective change to mathematics teaching in their area.
- 3.7 The programme must ensure consistency for the Maths Hubs and participating schools as well as maintain fidelity to the mastery training being delivered.
- 3.8 The Contractor is expected to support the Maths Hubs to cascade and retain fidelity (see section 9 of schedule 1A) of the Teaching for Mastery programme and support schools in the Mastery Readiness strand of that programme (see section 6 of schedule 1A).
- 3.9 Ownership of intellectual property rights in materials created by the Contractor in delivering the National Mathematics Centre shall belong to and be assigned to DfE or the Crown.

4. MANDATORY REQUIREMENTS

- 4.1 The Contractor will provide an implementation plan that can demonstrate sufficient capability and capacity to deliver the contract, and scale up implementation to meet the contract delivery timelines and key performance indicators (KPIs). DfE will review responses as part of its longer-term contract management strategy for the winning bidder.
- 4.2 The Contractor must be able to commit to recruiting and delivering in line with the reach and scope outlined in this schedule between 2019 and 2022. This includes compliance with all key performance indicators (KPIs), and your attention is drawn to section 8 of this schedule 1B. DfE, at its sole discretion, has an option to extend for a further 12 months from August 2022, in multiples of its choice. Any such extension will be subject to the relevant DfE approvals and notifications.
- 4.3 All delivery of the contract must be located within England.
- 4.4 Partnership agreements should be established as legal entities before the contract award is made. This will require the Contractor (including partners and supply chain organisations) to be fully registered on <https://supplierregistration.cabinetoffice.gov.uk/>. The Contractor will be expected to maintain and update that registration throughout the life of any contract awarded. Where your delivery for the contract has substantive subcontractors we may at our discretion extend the need to be fully registered to your subcontractors for this contract.
- 4.5 If you are delivering this contract as part of a consortium, your organisation will agree to enter into binding agreements with other consortium members to ensure service delivery and compliance with all contractual requirements and expectations and due diligence declarations are met. This will need to be in place by the contract signing date and evidence will need to be provided. The Contractor is reminded that the lead organisation will be the single contract holder and will have overall accountability for service delivery and meeting the contract key performance indicators (KPIs).
- 4.6 The Contractor shall fully meet its obligations with regards to supply chain visibility as set out in Public Procurement Notice 01/18, which is available online at <https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility>.

- 4.7 The Contractor shall as far as practicable satisfy DfE that it operates to an acceptable standard such as BS 5750, BS EN ISO 9000 or an equivalent.
- 4.8 The Contractor will provide an implementation plan showing how the proposed service will be implemented to meet the contract delivery start date.
- 4.9 The Contractor will manage the programme delivery, reviewing service delivery for continuous improvement and ensuring the programme demonstrates value for money.
- 4.10 The Contractor agrees to engage with a third-party evaluation contractor if required by DfE.
- 4.11 The Contractor agrees to put at risk 15% of the annual delivery costs, plus the entirety of any management fee, against the non or under-achievement of the key performance indicators.
- 4.12 Any replacements of key personnel during the term shall be subject to DfE consent and shall be of at least equal status, experience and skills to key personnel being replaced and be suitable for the responsibilities of that person in relation to the services.

PROGRAMME REQUIREMENTS

5.1 The Contractor is responsible for the delivery of a bespoke programme that includes but is not limited to the following distinctive elements. The table below breaks the project down into the key functions,. Whilst the Contractor needs to ensure that their proposed programme covers the list of requirements in full, they should also look to develop new and innovative ways of working to ensure effective and efficient service delivery targeted to the needs of the programme and which achieve value for money.

Table 1: List of deliverables.

Function	Description
A: Implementation and set-up of the National Mathematics Centre (a virtual organisation)	Develop an implementation plan to cover set-up and a high-level delivery plan to cover programme delivery, and which shall be supplemented by annual detailed delivery plans in accordance with the requirements of function H. The National Mathematics Centre will be an oversight body to provide a strong and effective leadership and coordination role for the programme including the Maths Hubs. Both plans should demonstrate capability to monitor and regulate performance in order to maintain high-quality provision. The implementation plan will include a detailed plan of how you would scale up delivery to meet the aims and objectives of the programme as set out in schedule 1A.
	<p>Detailed requirements:</p> <p>The Contractor will:</p> <p>A1 develop and agree with DfE an implementation plan for the NMC, taking into account the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in schedules 1A and 1B, and which existing programme assets it intends to use, and in doing so demonstrate to DfE sufficient capability and capacity to deliver the contract, the ability to scale up during implementation to meet the contract delivery timelines;</p> <p>A2 develop and agree with DfE a high-level delivery plan covering the duration of the contract term, taking into account the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in schedule 1A and 1B , and which shall be supplemented by annual detailed delivery plans as referenced under function H;</p> <p>A3 manage the successful transfer of assets, staff and functions from the incumbent contractor, ensuring that any impact on programme delivery is kept to a minimum and regularly updating DfE on progress;</p> <p>A4 develop and implement a communications strategy to engage Maths Hubs and attract and recruit sufficient numbers of suitably qualified and experienced participants to Network Collaborative Projects, including TfM, working with DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>A5 develop and implement robust arrangements for the purpose of safeguarding the welfare of children, young people and vulnerable adults and which are compliant with the provisions of schedule 9;</p> <p>A6 develop and work with the Maths Hubs to deliver a range of high-quality professional development opportunities aligned</p>

	<p>to the programme aims outlined in schedule 1A and 1B, with differentiated offerings for teachers employed in Maths Hubs and those employed in other state-funded primary and secondary providers across England;</p> <p>A7 demonstrate where applicable suitable user-centred digital proposals for ensuring that existing and future NMC and Maths Hub resources are easily accessible online; support DfE in seeking any necessary approval for these proposals in accordance with Government Digital Service (GDS) guidelines as detailed at https://www.gov.uk/government/collections/cabinet-office-controls#digital-and-technology-spend-controls:-pipeline-process-(introduced-in-2018); subject to GDS approval, implement the proposals subject to any modifications required as part of the approvals process or such alternative GDS-compliant solution as may be required; and maintain this online presence for the duration of the term;</p> <p>A8 ensure the NMC monitors and provides Maths Hubs with all reasonable practical support to deliver against their strategic priorities and annual plans as outlined in schedule 1A of this specification; and</p> <p>A9 where required during the course of the programme, develop and implement effective strategies for reprioritising the schools and colleges eligible for programme support in line with revisions to DfE strategy.</p>
<p>B: Manage, support and challenge the network of Maths Hubs</p>	<p>Manage the Maths Hubs network, including supporting, challenging and monitoring Maths Hubs activity and working with Maths Hubs to plan and build sufficient capacity to meet Key Performance Indicators (KPIs) and national and regional school improvement needs, taking account of any DfE policy targets.</p> <p>Detailed requirements:</p> <p>The Contractor will:</p> <p>B1 develop and implement a consistent, transparent, fair and open process of performance monitoring and evaluation; support; and constructive challenge for the Maths Hubs both individually and collectively, using this to maximise Maths Hubs' effectiveness and capacity in providing school-to-school support and increasing the quality of mathematics provision throughout their respective localities, including:</p> <p>B1.1 each academic year, coordinating the development of an annual plan by each Maths Hub, ensuring that this is realistic; appropriate to need; clearly aligned to relevant priorities, objectives and targets; and provides an appropriate degree of challenge for the hub; and ensuring that all annual plans are approved by DfE prior to implementation;</p> <p>B1.2 ensuring that agreed Maths Hub annual plans are implemented and delivered to a high standard;</p> <p>B1.3 assessing the progress and effectiveness of each Maths Hub and identifying successes and issues, and using this to facilitate the effective sharing of best practice and regularly report to DfE on individual Maths Hubs' performance;</p> <p>B1.4 reporting to and working with the DfE and Ministers to review the work of the Maths Hubs and ensure that the programme has a positive impact on the quality of primary and secondary mathematics education in England;</p>

	<p>B1.5 developing an effective programme of training and mentoring for delivery by both the NMC and the Maths Hubs, ensuring the sharing of best practice and application of continuous improvement throughout all stages of the process;</p> <p>B2 ensure that Maths Hubs collaborate effectively wherever this is required to deliver programme objectives, the advancement of educational standards, the delivery of value for money or the prudent management of public funds, and encourage and support this collaboration;</p> <p>B3 attend and take an active role in Maths Hub strategic boards, the Maths Hub Council, and other ongoing hub management groups;</p> <p>B4 hold regular governance meetings with DfE at least three times per academic year (and more frequently if required) to monitor and report on Maths Hubs' performance and capacity to ensure they continue to meet the eligibility criteria and are delivering well against their respective plans, to quality and to budget; agree with DfE appropriate remedial action where this is required to address any areas of concern identified by either the NMC or DfE;</p> <p>B5 ensure and monitor the effective implementation of any remedial action agreed with DfE under B4;</p> <p>B6 each academic year work in partnership with DfE to develop and agree a list of strategic priorities for the Maths Hub network, taking into account:</p> <p>B6.1 the aims and objectives of the programme as articulated in this specification;</p> <p>B6.2 identified needs within the education system in order to maintain and improve educational attainment in mathematics education for children and young people aged 16 and under;</p> <p>B6.3 evolving DfE policy, particularly within the context of mathematics education for children and young people;</p> <p>B6.4 any strategic guidance communicated to the NMC by DfE in relation to the priority-setting exercise; and</p> <p>B6.5 following agreement of the proposed strategic priorities by DfE, ensure that these are communicated to and implemented by the Maths Hubs and used to inform the Maths Hubs' work throughout the relevant academic year;</p> <p>B7 each academic year develop a Maths Hub funding model based on Maths Hub annual plans and ongoing management information, and which shall determine each Maths Hub's annual funding entitlement in line with the Maths Hubs payments schedule, this model to be maintained by the Contractor and agreed with DfE at least twice per academic year;</p> <p>B8 support, advise and offer constructive challenge to Maths Hubs' leadership teams by:</p> <p>B8.1 continuously monitoring leadership capacity within each Maths Hub and working with Maths Hubs to ensure that this is sufficient to enable successful delivery against programme objectives and the requirements of annual plans;</p> <p>B8.2 offering a strategic overview of Maths Hubs' activities to ensure that these are aligned to Government priorities; and</p>
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	<p>B8.3 ensuring that Maths Hubs plan, deliver and evaluate their work effectively in terms of impact and value for money;</p> <p>B9 at least once per academic year, conduct an assessment of future national and regional requirements for additional Maths Hub capacity based on relevant Key Performance Indicators (KPIs) and national and regional school improvement needs, and taking into account any policy targets communicated by DfE to the Contractor;</p> <p>B10 work with Maths Hubs to plan and implement capacity-building activities in order to ensure that the Maths Hub network's capacity to support school improvement grows in line with national and regional needs identified through assessments carried out as part of B9; and</p> <p>B11 in the event that one or more Maths Hub lead schools is de-designated or is no longer eligible or able to serve in that role, work with DfE to identify, recruit and support the appointment of an appropriate alternative lead school and facilitate the timely and orderly transfer of relevant activities from the previous lead school to the new institution designated to serve in that role.</p>
<p>C: Support and ensure effective delivery of school improvement in the teaching of mathematics through Network Collaborative Projects</p>	<p>Transform the teaching of primary and secondary mathematics by supporting the robust development and implementation of a range of Network Collaborative Projects, delivered through the Maths Hubs, to bring about school improvement in the teaching of mathematics. Monitor school improvement projects across the Maths Hubs network to support and challenge Maths Hubs to effectively deliver against the annual strategic priorities agreed with DfE. Progress and impact are to be reported through management of information arrangements.</p> <p>Detailed requirements:</p> <p>The Contractor will:</p> <p>C1 support Maths Hubs in the development of Network Collaborative Projects (NCPs) for each academic year, ensuring that these are aligned to both annual strategic priorities agreed with DfE and identified local needs in schools and colleges, meeting any selection or focus criteria which may from time to time be determined by DfE;</p> <p>C2 work with Maths Hubs to agree how they will arrange their training plans and their responsibilities as NCP participants, which may include pre-course preparation;</p> <p>C3 for each NCP, ensure the conclusion and implementation of one or more formal partnership agreements between the relevant Maths Hubs and the associated delivery schools and/or colleges, with each agreement to set out as a minimum:</p> <p>C3.1 which elements of the NCP are to be delivered by the Maths Hub and which by the delivery school(s) and/or college(s);</p> <p>C3.2 arrangements for the distribution of allocated DfE funds between the partners, including the cost of the NCP delivery; and</p> <p>C3.3 the respective roles and responsibilities of the Maths Hubs and delivery school(s) and/or college(s), particularly with regard to fidelity of the NCP to its stated aims and objectives, assessment; quality assurance; and</p>

	<p>procedures for recruiting partner schools and/or colleges;</p> <p>C4 ensure that each Maths Hub engages with a range and number of NCPs appropriate to ensuring national coverage of the strategic priorities defined at B6, that the overall level of engagement is consistent across all Maths Hubs in England and that, where required, funded interventions are particularly targeted in any high-priority areas which may be identified according to such criteria as may from time to time be determined by DfE;</p> <p>C5 support Maths Hubs to ensure that delivery of NCPs and related training to state-funded schools and colleges is of a consistent standard across the Maths Hub network;</p> <p>C6 ensure and support the Maths Hubs in the ongoing monitoring, refinement and evaluation of NCPs, ensuring that the effectiveness of interventions can be meaningfully assessed in terms of both impact and value for money, capturing and disseminating findings both within the Maths Hub network and to DfE to ensure that they are able to inform future priorities, future Network Collaborative Projects and wider DfE policy;</p> <p>C7 in the event that a Maths Hub, NMC or DfE identifies one or more areas of concern in relation to the consistency, alignment or fidelity of a school or college's approach to the topic covered by the NCP, ensure and support the relevant Maths Hub to identify the cause of those areas of concern, agree a suitable remedial solution and implement said solution to address those areas of concern.</p>
<p>D: Delivery of the Teaching for Mastery Programme</p>	<p>The programme is well established and we require the National Mathematics Centre to ensure it continues to be delivered consistently and effectively as set out in <i>schedule 1A – Background and Policy</i>. Delivery of the Teaching for Mastery programme must apply the key features and principles outlined in the published document <i>The Essence of Maths Teaching for Mastery</i>, available online at https://www.ncetm.org.uk/files/37086535/The+Essence+of+Maths+Teaching+for+Mastery+june+2016.pdf. The National Mathematics Centre will also be required to ensure Maths Hubs agree formal partnership agreements with delivery schools, and monitor partnership working to ensure its effectiveness. This is fundamental to the successful development and fidelity of the Teaching for Mastery Programme.</p> <p>Detailed requirements:</p> <p>The Contractor will:</p> <p>D1 promote the Teaching for Mastery Programme to eligible schools and act as an advocate for it within the wider education sector, ensuring that all such activities are aligned with the wider communications strategy developed as part of function A and working with DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>D2 support Maths Hubs to recruit to and retain on the Mastery Readiness, Primary Teaching for Mastery and Secondary Teaching for Mastery strands of the Teaching for Mastery Programme:</p> <p>D2.1 sufficient numbers of eligible schools to participate in Teaching for Mastery Work Groups; and</p>

	<p>D2.2 sufficient numbers of suitably qualified and experienced teachers with the potential to train as Mastery Specialists;</p> <p>taking into account the contract key performance indicators and other deliverables, and ensuring that these are met, including by ensuring that sufficient places are available at locations throughout England to enable each Maths Hub to meet DfE ambitions for programme expansion, and with such support to include advertising opportunities, sifting applications and identifying appropriate schools based on factors including (but not limited to) teacher ability, school commitment, local engagement to date and the need to ensure comprehensive national coverage, particularly in such high-priority areas as may be identified according to such criteria as may from time to time be determined by DfE;</p> <p>D3 develop and work closely with Maths Hubs to deliver an effective Mastery Readiness strand designed to prepare eligible schools for Teaching for Mastery in line with the requirements set out in schedule 1A, including (but not limited to):</p> <p>D3.1 ensuring that, in recruiting sufficient numbers of schools to the Mastery Readiness strand, Maths Hubs take into account any recruitment focus criteria which may from time to time be stipulated by DfE;</p> <p>D3.2 ensuring that Maths Hubs undertake an assessment of each candidate school's characteristics in order to identify any factors which may affect or impede the adoption of the Teaching for Mastery approach and inform the support to be provided under the Mastery Readiness strand;</p> <p>D3.3 development and delivery of one or more induction sessions to provide schools and teachers with an introduction to the Teaching for Mastery approach and information on the activities comprised within the Mastery Readiness strand and schools' and teachers' responsibilities as Mastery Readiness strand participants;</p> <p>D3.4 working with Maths Hubs to ensure that bespoke support is provided to all schools participating in the Mastery Readiness strand, and that this support is sufficient to prepare those schools for progression to the Primary Teaching for Mastery strand of the Teaching for Mastery Programme, or such other strand of this programme as may be appropriate given the nature and circumstances of the school concerned;</p> <p>D3.5 ensuring that each academic year, sufficient places on the Primary Teaching for Mastery strand of the Teaching for Mastery Programme, or such other strand of this programme as may be appropriate given the nature and circumstances of the school concerned, are available to schools which have successfully completed the Mastery Readiness strand in the previous academic year, and that these schools are encouraged to enrol on the appropriate strand of the Teaching for Mastery programme;</p> <p>D4 continue to deliver and refine the Primary Teaching for Mastery strand of the Teaching for Mastery Programme as outlined in <i>Schedule 1A – Background and Policy</i>, including:</p> <p>D4.1 ensuring that this continues to incorporate:</p> <p>D4.1.1 the mastery approach to teaching mathematics as articulated in the published document <i>The Essence of Maths Teaching for Mastery</i>, available online at https://www.ncetm.org.uk/files/37086535/The+Essence+of+Maths+Teaching+for+Mastery+june+2016.pdf;</p>
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	<p>D4.1.2 the 'five big ideas' articulated in the document <i>Five Big Ideas in Teaching for Mastery</i>, published online at https://www.ncetm.org.uk/resources/50042;</p> <p>D4.1.3 a range of high-quality training and training resources; and</p> <p>D4.1.4 a wide range of high-quality resources to support teaching;</p> <p>D4.2 provide primary Mastery Specialists with such initial and ongoing professional development and support as is appropriate to prepare them for and ensure they are able to serve effectively in that role, including, in the first year:</p> <p>D4.2.1 an induction day for both the Mastery Specialists and the headteachers of the schools at which they are employed;</p> <p>D4.2.2 professional development events primarily of, but are not necessarily limited to, face to face events; and</p> <p>D4.2.3 a comprehensive programme of professional development and support to enable each Mastery Specialist to:</p> <p>D4.2.3.1 develop his/her own understanding of and skills in teaching using Mastery techniques in his/her own class;</p> <p>D4.2.3.2 work with colleagues to develop Teaching for Mastery approaches across his/her school, using a range of professional development activity;</p> <p>D4.2.3.3 collaborate with the Maths Hub's leadership and other Maths Hub primary Mastery Specialists in order to share best practice;</p> <p>and in the second and each subsequent year;</p> <p>D4.2.4 ensuring that, on at least six occasions distributed at even intervals throughout the academic year, the primary Mastery Specialist leads a Work Group comprising teachers from other primary providers to support those teachers to embed Teaching for Mastery within the schools at which they are employed, the number of schools represented in each Work Group to be agreed with DfE in advance of each academic year;</p> <p>D4.2.5 ensuring that the primary Mastery Specialist (and/or, if appropriate, a lead from the National Mathematics Centre) carries out a visit to each school at which a participant in the Work Group referenced at D4.2.4 above is employed in order to conduct lesson observations, support in-school work groups and provide tailored advice and support to the teacher participating in the Work Group referenced at D4.2.4 and the headteacher of the school at which that teacher is employed;</p> <p>D4.2.6 ensuring that the primary Mastery Specialist continues to develop and embed Teaching for Mastery approaches in the school or college at which he/she is employed; and</p>
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	<p>D4.2.7 ensuring that the primary Mastery Specialist continues to collaborate with the respective Maths Hub's leadership and Mastery Specialists; and</p> <p>and in the second year only:</p> <p>D4.2.8 training to achieve accreditation as a professional development lead;</p> <p>D5 continue the development and delivery of a new Secondary Teaching for Mastery strand of the Teaching for Mastery Programme in consultation with DfE and as outlined in <i>Schedule 1A – Background and Policy</i>, including:</p> <p>D5.1 ensuring that this incorporates:</p> <p>D5.1.1 the mastery approach to teaching mathematics as articulated in the published document <i>Secondary Mathematics Teaching for Mastery: some themes and key priorities</i>, available online at https://www.ncetm.org.uk/files/69314786/Secondary+Teaching+for+Mastery+December+2017.pdf;</p> <p>D5.1.2 the 'five big ideas' articulated in the document <i>Five Big Ideas in Teaching for Mastery</i>, published online at https://www.ncetm.org.uk/resources/50042;</p> <p>D5.1.3 a range of high-quality training and training resources; and</p> <p>D5.1.4 a wide range of high-quality resources to support teaching;</p> <p>D5.2 provide secondary Mastery Specialists with such initial and ongoing professional development and support as is appropriate to prepare them for and ensure they are able to serve effectively in that role, including, in the first year:</p> <p>D5.2.1 an induction day for both the Mastery Specialists and the headteachers of the schools or colleges at which they are employed;</p> <p>D5.2.2 professional development courses which consist primarily of, but are not necessarily limited to, face-to-face events; and</p> <p>D5.2.3 a comprehensive programme of professional development and support to enable each Mastery Specialist to:</p> <p>D5.2.3.1 develop his/her own understanding of and skills in teaching using Mastery techniques in his/her own class; and</p> <p>D5.2.3.2 collaborate with the Maths Hub's leadership and other Maths Hub primary Mastery Specialists in order to share best practice;</p> <p>and in the second year:</p> <p>D5.2.4 professional development courses which consist primarily of, but are not necessarily limited to,</p>
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		face-to-face events; and
	D5.2.5	a comprehensive programme of in-school professional development and comprising as a minimum:
	D5.2.5.1	a structured programme of work within mathematics department of school or college at which the Mastery Specialist is employed;
	D5.2.5.2	collaboration with the respective Maths Hub's secondary professional development lead; and
	D5.2.5.3	conducting mathematics lesson observations in classes taught using the Teaching for Mastery approach; and
	D5.2.6	training to achieve accreditation as a professional development lead;
		and in the third and each subsequent year:
	D5.2.7	ensuring that the Secondary Mastery Specialist leads a Work Group comprising at least four teachers from other secondary providers to support those teachers to embed Teaching for Mastery within the schools or colleges at which they are employed, the number of schools represented in each Work Group to be agreed with DfE in advance of each academic year;
	D5.2.8	ensuring that, on at least three occasions distributed at even intervals throughout the academic year, the secondary Mastery Specialist (and/or, if appropriate, a lead from the National Mathematics Centre) carries out a visit to each secondary provider at which participants in the Work Group referenced at D5.2.7 above are employed in order to conduct lesson observations, support in-school/in-college work groups and provide tailored advice and support to the teachers participating in the Work Group referenced at D5.2.7 and the headteacher of the secondary provider at which those teachers are employed;
	D5.2.8	ensuring that the Secondary Mastery Specialist continues to develop and embed Teaching for Mastery approaches in the school or college at which he/she is employed; and
	D5.2.9	ensuring that the Secondary Mastery Specialist continues to collaborate with the respective Maths Hub's leadership and Mastery Specialists; and
	D6	support and ensure the sharing of best practice:
	D6.1	nationally, between Teaching for Mastery primary professional development leads, between Teaching for Mastery secondary professional development leads, between primary Mastery Specialists, and between secondary Mastery Specialists; and
	D6.2	between participating schools and colleges participating in individual Teaching for Mastery Work Groups; and

	<p>D7 ensure, and support the Maths Hubs in, the ongoing monitoring of:</p> <p>D7.1 the quality of Teaching for Mastery Work Groups; and</p> <p>D7.2 the performance of primary and secondary Mastery Specialists; and</p> <p>in the event that this assessment identifies one or more areas of concern, work with the respective Maths Hub to identify, implement and monitor interventions to address these; and</p> <p>D8 coordinate the ongoing monitoring, refinement and evaluation of the Teaching for Mastery programme in terms of both impact and value for money, capturing and disseminating findings both within the Maths Hub network and to DfE to ensure that they are able to inform further refinement of the Teaching for Mastery programme and wider DfE policy;</p> <p>D9 support DfE’s programme to promote the use of high-quality mathematics textbooks in schools by publishing and promoting the DfE’s list of approved mathematics textbooks, ensuring this is available in an easily accessible location on the programme website and utilising a range of communications channels to promote the list and arrangements to schools participating in the Teaching for Mastery programme, working with the DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>D10 if required, support primary and secondary providers implementing the Teaching for Mastery programme through the production and publication of high-quality mastery-based teaching resources, which are to be available free of charge to all state-funded primary and secondary providers located in England; and</p> <p>D11 support and facilitate the China–England Teacher Exchange by:</p> <p>D11.1 promoting the China–England Teacher Exchange to eligible state-funded primary and secondary providers in England, subject to obtaining appropriate clearances for such activity as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>D11.2 overseeing and coordinating the Maths Hubs’ work to determine and agree which Mastery Specialists should participate in China–England Teacher Exchange events, whether these take place at locations in England or in the People’s Republic of China;</p> <p>D11.3 attending and representing the National Mathematics Centre at exchange events when required or otherwise requested to do so;</p> <p>D11.4 liaising with schools and colleges in England to agree arrangements for hosting participating teachers employed at schools in the People’s Republic of China throughout their time visiting the United Kingdom within the context of the China–England Teacher Exchange;</p> <p>D11.5 attending Shanghai Showcase events and promoting these to eligible state-funded primary and secondary providers in England, subject to obtaining appropriate clearances for such activity as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at</p>
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	<p style="text-align: center;">https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>D12 ensure that Teaching for Mastery is implemented consistently and in a way which is aligned with DfE's vision for the programme by:</p> <p>D12.1 continuing the implementation and roll-out of a national peer-review programme for primary schools which have adopted the Teaching for Mastery approach by:</p> <p>D12.1.1 leading the national implementation of the peer-review model developed by the previous contractor, details of which will be available from summer 2019;</p> <p>D12.1.2 ensuring that mastery leads are provided with suitable training to enable them to assess fidelity to the Teaching for Mastery approach in line with the Teaching for Mastery Primary Framework;</p> <p>D12.1.3 working with Maths Hubs and participating schools to arrange and coordinate peer-review visits to collect information;</p> <p>D12.1.4 ensuring the production and submission to DfE of a report detailing the findings of each peer-review visit;</p> <p>D12.1.5 when requested, enabling the external monitoring of peer-review visits by working with Maths Hubs and schools to facilitate the attendance of peer-review visits by DfE-appointed independent external reviewers; and</p> <p>D12.2 if requested by DfE, work in partnership with DfE to undertake such further development of the peer-review model as may be required, which may include (but not necessarily be limited to):</p> <p>D12.2.1 undertaking such refinement of the peer-review model as may be required to address any issues identified in the course of implementation;</p> <p>D12.2.2 revising the Teaching for Mastery Primary Framework to address any issues identified in the course of its implementation or to take account of evolving DfE policy; and/or</p> <p>D12.2.3 developing and implementing a suitable peer-review programme for secondary schools which have adopted the Teaching for Mastery approach in order to ensure that the pedagogy is implemented consistently and in alignment with DfE's vision for the programme.</p>
<p>E: Train, accredit and support professional development leads</p>	<p>Deliver training, accreditation and ongoing support for primary, secondary, early years, post-16, and mastery readiness professional development leads, ensuring that these have the requisite knowledge and skills to serve effectively in their respective roles.</p> <p>Detailed requirements:</p> <p>The Contractor will:</p> <p>E1 work with each Maths Hub to ensure that, based on the work of that Maths Hub, it has a suitable number of appropriately</p>

	<p>qualified:</p> <p>E1.1 primary professional development leads;</p> <p>E1.2 secondary professional development leads;</p> <p>E1.3 early years professional development leads;</p> <p>E1.4 post-16 professional development leads; and</p> <p>E1.5 mastery readiness professional development leads;</p> <p>providing such practical support as may be necessary to assist the Maths Hub in recruiting new candidates to fill any professional development lead vacancies.</p> <p>E2 provide each newly appointed professional development lead with such initial training as is appropriate to prepare them for and ensure that they are able to serve effectively in that role, including but not limited to such training as may be appropriate to enable the professional development lead to:</p> <p>E2.1 train others in his/her specialist subject area;</p> <p>E2.2 identify, recognise and advise on high-quality and effective mathematics teaching practice in his/her specialist subject area;</p> <p>E2.3 deliver professional development to others in a way which is effective at influencing and enhancing the effectiveness of their pedagogical practice and subject knowledge;</p> <p>E2.4 in the case of primary professional development leads, secondary professional development leads and mastery readiness professional development leads, support others to develop their skills in implementing the mastery pedagogy in their teaching practice consistently and in a way which is aligned with DfE's vision;</p> <p>E3 perform accreditation of newly trained professional development leads, ensuring consistent high standards and effective support to meet these;</p> <p>E4 manage and oversee the register of professional development leads, ensuring that individuals are required to renew their registration annually should they wish to continue to serve as professional development leads;</p> <p>E5 provide professional development leads with such ongoing support and professional development as is appropriate to ensure that they are able to serve effectively in that role on an ongoing basis;</p> <p>E6 develop and ensure that professional development leads have access to a bank of high-quality resources to support them in their work; and</p> <p>E7 set up and maintain an online community for professional development leads, enabling them to establish and maintain contact with their counterparts in other parts of the country and facilitate the exchange of best practice.</p>
F: Provide expertise on	Develop and maintain professional and productive relationships with other key areas of DfE, other relevant government-funded

mathematical education	programmes, schools and teachers, and act as a source of expertise across the mathematics education landscape by putting in place and utilising a readily available bank of leading experts on mathematics, mathematics teaching and related issues.
	<p>Detailed requirements:</p> <p>The Contractor will:</p> <p>F1 build and ensure continued availability of a bank of experts in the fields of mathematics and mathematics teaching to inform ongoing programme development and design and meet contractor obligations to schools, colleges and DfE;</p> <p>F2 provide DfE and, where requested by DfE, other Government departments, executive agencies and Government-funded education programmes with a source of expertise in mathematics and the teaching of mathematics, including (but not limited to):</p> <p>F2.1 advising as required on current practice and trends in mathematics teaching, including by conducting literature reviews and surveys and interviews with primary and secondary providers to produce one-off reports or collect data as required;</p> <p>F2.2 providing confidential expert advice on the likely impact and consequences of any potential future curriculum policy changes, including risks and possible mitigations;</p> <p>F2.3 providing expert insight and opinion on technical questions or issues in relation to mathematics, mathematics teaching and the mathematics curriculum;</p> <p>F2.4 providing ad-hoc support to draft policy documentation relating to mathematics teaching, including (but not limited to) providing confidential feedback on draft documentation and contributing information on the NMC, Teaching for Mastery and the work of the Maths Hub network;</p> <p>F2.5 where requested, producing and publishing advice for schools on the implementation of DfE mathematics curriculum policy, ensuring that this is approved by DfE prior to publication;</p> <p>F2.6 providing confidential advice and feedback to DfE on possible refinements and improvements to Government-funded mathematics support programmes and associated delivery mechanisms, including the Maths Hub delivery model; and</p> <p>F2.7 organising, coordinating, administering and participating in expert advisory groups as required to advise on DfE policy and delivery;</p> <p>F3 working with DfE and, where required, other relevant stakeholders in both Government and the education sector to ensure alignment between the work of the National Mathematics Centre, the Maths Hub network and other relevant programmes, including by:</p> <p>F3.1 establishing strong relationships with a diverse range of key stakeholders in the field of mathematics education;</p> <p>F3.2 building and maintaining a detailed understanding of the education landscape in England, particularly in</p>

	<p>relation to mathematics education, and the interactions between various programmes and stakeholders in this field;</p> <p>F3.3 advising programme and system leaders across the education sector and other relevant stakeholders as required on the role of the National Mathematics Centre, the Maths Hub network, the interaction between them, and their contribution to educational improvement;</p> <p>F3.4 collaborating with DfE and other Government officials, programme and system leaders across the education sector, and other relevant stakeholders to foster and facilitate alignment and partnership working between educational improvement programmes across the education sector, including (but not limited to):</p> <p>F3.4.1 where appropriate and, subject to the prior written agreement of DfE, refinement of the National Mathematics Centre and Maths Hub network models;</p> <p>F3.4.2 working with any DfE-appointed provider of continuing professional development to Early Years Foundation Stage practitioners to support the development of training provision which will enable practitioners to provide children with a secure foundation in mathematics in preparation for mastery teaching in Key Stage 1;</p> <p>F3.4.3 if requested by DfE, facilitating the orderly transfer to other DfE-funded programmes of existing activities performed by the National Mathematics Centre and the Maths Hubs which have as their objective supporting and improving provision for students aged 16 and above and working towards qualifications which are categorised as being level 2 or below on the Register of Regulated Qualifications maintained by Office of Qualifications and Examinations Regulation (Ofqual);</p> <p>F3.4.4 ensuring that Maths Hubs engage with and fulfil all reasonable requests for support and assistance from the Advanced Mathematics Support Programme (AMSP) which have as their objective:</p> <p>F3.4.4.1 increasing participation in and improving the teaching of AS/A level mathematics, AS/A level further mathematics and level 3 core maths qualifications; and/or</p> <p>F3.4.4.2 encouraging and supporting progression to mathematics-related undergraduate degrees; and</p> <p>F3.4.5 working collaboratively with providers of initial teacher training (ITT) and subject knowledge enhancement (SKE) to support the effective recruitment, training and professional development of teachers of mathematics.</p>
<p>G: Governance – a robust approach to programme management, security of</p>	<p>The National Mathematics Centre will be required to develop and maintain robust programme management across the delivery structure and maintain quality of delivery in line with the requirements of this schedule 1. This should be aligned to the Contractor’s implementation and delivery plans.</p>

<p>data and quality assurance of the programme</p>	<p>The Contractor will be required to collect management information on the programme to support its own continuous improvement. It will also be required to collect and supply information for other relevant organisations, including DfE, the National Audit Office, and any appointed evaluation contractor.</p> <p>The Contractor will ensure that the collection, transfer and storage of this information complies with relevant statutory requirements, including the General Data Protection Regulation (GDPR). You will submit a security plan that explains how you will ensure that any DfE and personal data will be protected.</p> <p>The supplier will be required to contribute to, and participate in, regular reporting of management information as outlined in this schedule 1, including, but not limited to, recruitment and performance data, marketing activity and financial spend.</p>
	<p>Detailed requirements:</p> <p>The Contractor will:</p> <p>G1 develop, implement and progressively refine robust yet responsive programme management arrangements to ensure timely and effective delivery:</p> <ul style="list-style-type: none"> G1.1 of all services, deliverables and outputs specified in this schedule 1, in particular (but not exclusively) Schedule 1: <i>Service Specification – Background and Policy</i> and this <i>Schedule 1B: Service Specification</i>; G1.2 against the proposal submitted by the Contractor in response to this schedule 1; G1.3 against the implementation and delivery plans produced by the Contractor and developed in accordance with A1, A2 and H7 of this schedule 1B; G1.4 of all services, deliverables and outputs otherwise contained or otherwise implicit within the Contract concluded between the National Mathematics Centre and DfE, including any subsequent amendments or variations; and G1.5 of such other services, deliverables and outputs as may from time to time be required to enable the Maths Hubs to deliver against their strategic priorities as developed under B6 above; <p>G2 develop, implement and maintain processes and systems for ensuring costs and pricing are assessed and managed appropriately throughout the life of the contract, having regard to Cabinet Office spending controls and the need to ensure the prudent and transparent management of public funds;</p> <p>G3 ensure that there are simple, clear and transparent governance controls for the management of DfE funds disbursed to the Maths Hubs, including those distributed by the Maths Hubs to schools and colleges;</p> <p>G4 at all times support, cooperate fully with, and provide such management information as may be required to meet the needs of DfE, the National Audit Office, and any independent evaluation contractor appointed by DfE, such information should include, as a minimum:</p> <ul style="list-style-type: none"> G4.1 in relation to each schools or college participating in one or more Network Collaborative Projects:

	<ul style="list-style-type: none"> G4.1.1 the unique reference number (URN); G4.1.2 the full name of the school or college; and G4.1.3 the postcode associated with the school's or college's prime correspondence address; G4.2 in relation to each participant in one or more Network Collaborative Projects: <ul style="list-style-type: none"> G4.2.1 the unique reference number (URN) of the school or college at which the teacher is employed; and G4.2.2 the participant reference number (TRN); or, if this is not available: <ul style="list-style-type: none"> G4.2.2.1 the participant's full name; and G4.2.2.2 the participant's date of birth; G4.2.3 the name(s) of the NCP(s) with which the participant has engaged; G4.2.4 the participant's role within the NCP (e.g. professional development lead, Mastery Specialist, Work Group participant) G4.2.5 the academic year during which the participant commenced active engagement with the NCP(s); G4.2.6 any subsequent academic year(s) during which the participant continued to be actively engaged with the NCP(s); G4.2.7 a professional email address; G4.2.8 the year group or groups for which the participant is or was primarily responsible in each academic year of active engagement with the NCP, including the date on which any change to this became effective; G4.2.9 the teacher's role at the school or college at which they are employed at the time of engagement with the NCP(s); G4.2.10 the work group or work groups in which the participant was part of or led; G4.2.11 the proportion of each year group that was taught using techniques resulting from the NCP by the participant during that participant's engagement with the NCP; G4.2.12 the proportion of each year group that was taught using techniques resulting from the NCP by others in the same school who were upskilled by the participant during that participants' engagement with the NCP; and G4.2.13 when the participant started to embed changes: <ul style="list-style-type: none"> G4.2.13.1 within their own practice; and G4.2.13.2 within the practice of other teachers at the school [or college?] at which they are
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	<p>employed;</p> <p>G4.3 in relation to each school claiming DfE match-funding for approved mathematics textbooks:</p> <p>G4.3.1 the unique reference number (URN);</p> <p>G4.3.2 the full name of the school; and</p> <p>G4.3.3 the postcode associated with the school's prime correspondence address; and</p> <p>G4.3.4 the full amount claimed by the school</p> <p>G4.3.5 the school years the textbooks are intended for use</p> <p>G4.3.6 the proportion the year group that textbooks are purchased for; and</p> <p>G4.4 any further information as may from time to time be specified by DfE or any independent evaluation contractor appointed by DfE; in accordance with such timescales and at such intervals as may be specified in the Contractor's delivery plans or as may be reasonably required from time to time by DfE, the National Audit Office or any independent evaluation contractor appointed by DfE;</p> <p>G5 develop, agree with DfE and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement, including:</p> <p>G5.1 the systematic and robust gathering of information on performance against outcomes and barriers and bridges to good practice;</p> <p>G5.2 processes to ensure that the NMC identifies, records, acts on and disseminates findings and recommendations to encourage and facilitate continuous improvement:</p> <p>G5.2.1 internally within the programme and the NMC itself;</p> <p>G5.2.2 throughout the network of Maths Hubs; and</p> <p>G5.2.3 in the practice of participants engaged in the programme;</p> <p>G6 share knowledge acquired during the contract term:</p> <p>G6.1 with DfE to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach;</p> <p>G6.2 if so requested by DfE, with other Contractors delivering similar programmes on DfE's behalf; and</p> <p>G6.3 subject to DfE approval or if so requested by DfE, with other internal and external stakeholders, including (but not limited to) within the context of programme meetings and through the medium of presentations linked to findings of the programme;</p> <p>G7 at all times ensure:</p>
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	<p>G7.1 compliance with the equality and diversity policy contained within document 9 of the invitation to tender (reference 30444), the Public Sector Equality Duty and the provisions of all applicable legislation which has as its purpose the promotion of equality and diversity, including (but not limited to) the Equality Act 2010;</p> <p>G7.2 the timely and accurate collection of equality and diversity data, including records of any reasonable adjustments implemented; and</p> <p>G7.3 the timely provision to DfE of all reasonable assistance with any data collection relating to equality and diversity of programme participants;</p> <p>G8 provide to DfE all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to DfE;</p> <p>G9 at all times ensure adherence to the data security standards outlined in schedule 10;</p> <p>G10 take appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>), including the inclusion of specific statements (on which DfE will advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data;</p> <p>G11 develop, implement internally and ensure the adoption by the Maths Hubs of suitable robust data management and audit requirements compliant with the requirements of this schedule 1B and schedule 10 ;</p> <p>G12 develop and implement a robust process to ensure data security and confidentiality in compliance with the Departmental data security standards contained in schedule 9 and within 30 days of contract award submit a security plan that explains how the Contractor will ensure that DfE or personal data will be protected, including a risk assessment; and</p> <p>G13 in the event that the services provided include digital delivery, register with and at all times remain compliant with the Cyber Essentials Scheme, including the requirements for basic technical protection from cyberattacks.</p>
<p>H: Risk management, reporting and key performance indicators</p>	<p>The Contractor will be required to comply with all elements of this schedule, its delivery proposal for the programme in the form agreed by DfE, the terms and conditions of the contract, and the agreed key performance indicators for the programme. It will be required to continually monitor and regularly report on progress against these; on risks to and issues affecting the successful delivery of programme objectives; on progress against the agreed implementation plan, high-level delivery plan and detailed delivery plans; and on programme finances. It will be required to attend monthly programme board and service monitoring meetings. The Contractor will be required to work with DfE to meet contract management objectives. It should also deliver to DfE within three months of the effective date, and thereafter keep updated, an exit plan and a transfer of subcontractor undertakings plan.</p> <p>Detailed requirements:</p>

	<p>The Contractor will:</p> <p>H1 comply with the provisions of this specification, its delivery proposal for the programme in the form agreed by DfE, the terms and conditions contained at schedule 2, and the agreed key performance indicators for the programme;</p> <p>H2 provide to DfE details of all costs needed to complete the requirements of this contract, develop and implement simple and clear governance controls for the management and distribution of funds, including those transferred to schools, and at all times take all reasonable steps to ensure value for money;</p> <p>H3 continually monitor performance against each key performance indicator, and ensure that accurate records are maintained throughout the life of the contract in accordance with the requirements of function G;</p> <p>H4 attend regular programme board meetings to make decisions regarding the direction of the programme and discuss relevant issues relating to effective delivery of the programme, and which shall take place once per month (or more frequently if so required by DfE) and at a location in central London to be determined by DfE;</p> <p>H5 in advance of each programme board meeting, produce and submit to DfE:</p> <p style="padding-left: 20px;">H5.1 a report detailing the key performance indicators which have been achieved and progress against those which have not yet been achieved;</p> <p style="padding-left: 20px;">H5.2 a register of:</p> <p style="padding-left: 40px;">H5.2.1 risks to the full and timely delivery of the programme and its outputs, and a considered assessment in the Contractor's reasonable opinion of the inherent likelihood of those risks occurring and their likely impact on programme delivery if realised, in the absence of any contingency measures;</p> <p style="padding-left: 40px;">H5.2.2 any issues which have been identified as compromising the full and timely delivery of the programme and its outputs, and a considered assessment in the Contractor's reasonable opinion of the inherent impact of those issues on programme delivery, in the absence of any contingency measures;</p> <p style="padding-left: 40px;">H5.2.3 what contingency measures have been identified and, if appropriate, implemented in order to prevent or reduce the likelihood of the risks identified at H5.2.1 above being realised, or to reduce those risks' likely impact in the event that they are realised, as well as a considered assessment in the Contractor's reasonable opinion of the residual likelihood of those risks occurring and their likely impact on programme delivery if realised, in light of the identified contingency measures having been implemented; and</p> <p style="padding-left: 40px;">H5.2.4 any countermeasures which have been implemented to prevent or reduce the impact on delivery of the issues identified at H5.2.2 above, and a considered assessment in the Contractor's reasonable opinion of the residual impact of those issues on programme delivery in light of those countermeasures having been implemented; and</p>
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	<p>H5.3 a document showing:</p> <p>H5.3.1 during the period covered by the agreed implementation plan, progress against that plan;</p> <p>H5.3.2 during any given performance reporting year, progress against the detailed delivery plan for that year; and</p> <p>H5.3.3 with respect to any period for which a detailed delivery plan has not or has yet to be agreed between the parties, progress against the agreed high-level delivery plan;</p> <p>and containing a sufficient level of detail to enable DfE to form an accurate and meaningful judgement of the extent to which the programme's deliverables have been achieved or are on track to be achieved;</p> <p>H5.4 a report detailing:</p> <p>H5.4.1 invoicing during the financial year to date ('financial year' being defined as the period starting on 1 April each calendar year and ending on 31 March of the following calendar year);</p> <p>H5.4.2 an up-to-date budget profile showing anticipated total expenditure in each month for the remainder of the financial year; and</p> <p>H5.4.3 in advance of the first programme board meeting following 30 June, 30 September, 31 December and 31 March each year, or following conclusion of the contract term:</p> <p style="padding-left: 40px;">H5.4.3.1 a breakdown of costs incurred against each budget line in each month during the financial year to date; and</p> <p style="padding-left: 40px;">H5.4.3.2 an up-to-date budget profile of anticipated expenditure against each budget line in each month for the remainder of the financial year;</p> <p>H5.5 copies of any management information submitted to the National Mathematics Centre by the Maths Hubs and which DfE may reasonably request or require in order to assure itself of the continued smooth functioning of the Maths Hub network;</p> <p>H5.6 in advance of the first programme board meeting following the conclusion of each Performance Reporting Year:</p> <p>H5.6.1 an annual report detailing programme outputs (specifically including, but not limited to, the Contractor's performance against all key performance indicators), impact and any insights gained over the preceding Performance Reporting Year; and</p> <p>H5.6.2 unless the meeting takes place following the conclusion of the contract term:</p> <p style="padding-left: 40px;">H5.6.2.1 if requested by DfE and unless the meeting takes place following conclusion of the contract, such evidence as DfE may reasonably require to ensure that the prerequisites for contract award continue to be met, including but not limited to:</p>
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		H5.6.2.1.1	certificates demonstrating that such insurances as are required under the terms of the contract continue to be held; and
		H5.6.2.1.2	evidence that the Contractor continues to hold the requisite level of certification under the Cyber Essentials Scheme required under the terms of the contract, or has in place suitable alternative cybersecurity measures of equivalent scope and coverage;
		H5.6.2	a copy of the current exit plan; and
		H5.6.3	a copy of the current transfer of subcontractor undertakings plan;
H6			attend regular service monitoring meetings to discuss operational matters relating to the programme, and which shall take place once per month (or more frequently if so required by DfE) and at a location in England to be determined by DfE;
H7			develop and, by 1 August in each year of the term, submit to DfE for approval a detailed delivery plan for the forthcoming Performance Reporting Year, showing how the Contractor intends to deliver against the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in schedule 1A and 1B during that period, and which shall supplement the high-level delivery plan developed in accordance with A2 above;
H8			develop and, within three months of the contract effective date, submit to DfE for approval:
	H8.1		a clear exit plan to ensure, upon the conclusion or termination of the contract, howsoever brought about:
		H8.1.1	the transfer to DfE and/or any replacement supplier appointed by DfE of programme management data generated during the contract term, and of any materials or other products for which the intellectual property rights are property of DfE or of the Crown, and destruction of any remaining copies retained by the Contractor in accordance with the terms and conditions contained in schedule 2; and
		H8.1.2	the smooth and orderly transfer of delivery functions to DfE or any replacement Contractor appointed by DfE; or, should DfE so determine
		H8.1.3	the smooth and orderly closure of the programme, having regard to the need to minimise disruption to the Maths Hubs and any residual cohorts of teachers receiving training;
	H8.2		in the event that any activities are subcontracted, a transfer of subcontractor undertakings plan to ensure the smooth and orderly transfer of those subcontracted activities to the Contractor itself or another subcontractor upon the conclusion or termination of the subcontract, howsoever brought about;
			these plans to be reviewed, updated and submitted to DfE for re-approval at least annually, or more frequently if so required by DfE, and in any event not less than six months before the conclusion of the contract term; and
H9			work with DfE to develop, and within three months of the contract effective date, agree with DfE a contract management strategy which will demonstrate successful delivery of all elements of the contract, this strategy to be reviewed and

	<p>updated at least annually or more frequently if so required by DfE or if so agreed between the parties, any such updates to subject to the agreement of both parties;</p> <p>H10 attend such other meetings as DfE may reasonably require in order to monitor and assure the smooth functioning of the programme and of the Maths Hub network.</p>
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PROGRAMME TIMESCALES

6.1 It is imperative that the Contractor is in a position to develop, recruit to and deliver the programme for commencement of full-scale delivery in August 2019. The supplier will need to evidence that it will be able to work flexibly to find innovative solutions to meet these timescales.

6.2 The table below shows the indicative programme timings, which may be subject to change.

Table 2: Indicative programme timeline

Output	Date
Implementation plan provided to DfE	04 2019
High-level delivery plan provided to DfE	04 2019
Contract start	07 2019
Transition and set-up phase	07 2019
First detailed delivery plan provided to DfE	07 2019
Exit plan and transfer of subcontractor undertakings plan developed and provided to DfE	08 2019
Delivery through Maths Hubs starts	08 2019
First contract management meeting	08 2019
Provision of first management information and reporting data	08 2019
Contract ends	08 2022

7. FINANCE, VALUE FOR MONEY AND COMPLIANCE

7.1 All costs should be recorded against the following budget headings:

- 7.1.1 Coordinating and monitoring Maths Hubs
- 7.1.2 Teaching for Mastery Programme (including Mastery Readiness, primary, secondary)
- 7.1.3 China–England teacher exchange
- 7.1.4 Supporting teaching of the curriculum and qualifications
- 7.1.5 Advertising, marketing and communications²²
- 7.1.6 Management information and evaluation
- 7.1.7 Leadership and management
- 7.1.8 Building capacity
- 7.1.9 Consultancy²³

²² This category shall be defined as all activity covered within the scope of Cabinet Office controls on advertising, marketing and communications expenditure. Further information can be found at <https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls>. The successful bidder will be required to work with DfE to secure appropriate clearances for these activities, regardless of value.

²³ This category shall be defined as all activity covered within the scope of Cabinet Office controls on consultancy expenditure. Further information can be found at <https://www.gov.uk/guidance/consultancy-spend-controls>. The successful bidder will be required to work with DfE to secure appropriate

- 7.1.10 Digital and technology²⁴
- 7.1.11 Other costs (please provide details)
- 7.1.12 Management fee
- 7.2 Suppliers should identify separately those costs that are fixed across the programme and those that will vary according to the number of participants in the programme.
- 7.3 With the exception of the management fee, the Contractor shall only be entitled to reimbursement of reasonable costs incurred against each budget heading in connection with delivery of the contract. The Contractor shall not be permitted to charge a management fee prior to the commencement of full service delivery in August 2019.
- 7.4 The Contractor will be required to supply DfE with a quarterly breakdown of expenditure incurred against each budget heading, with explanations of any variances against profile. Throughout the term, the Contractor shall further be required to provide complete and accurate open-book financial and non-financial information which is sufficient to enable the DfE to verify the charges already paid or payable and charges forecast to be paid during the remainder of the contract.
- 7.5 Funds allocated to a particular budget heading will be available for that budget heading only. Funds allocated to a particular accounting year will be available for that accounting year only and cannot be rolled over to any subsequent accounting years. Re-profiling of individual budget headings within an accounting year will be permitted, subject to satisfactory justification being supplied.
- 7.6 The supplier shall be entitled to invoice DfE monthly in arrears according to profile, save for the months of June, September, December and March, when the invoiced amount (excluding any management fee and any service credits applied) must be fully reconciled with costs incurred over the preceding three-month period. A similar reconciliation shall take place in the final month of the contract term, regardless of the month in which it falls.
- 7.7 Invoices should be submitted by email to the relevant DfE contract manager and, once approved (such approval not to be unreasonably withheld or delayed), submitted to DfE's payment services provider within 30 days of the end of the relevant invoicing date. Payments will be made by BACS transfer following receipt of a valid invoice, a 'valid invoice' being one which meets the requirements set out in clause 8.7 of schedule 2. The successful supplier should provide details of any discounts for prompt payment.
- 7.8 VAT will be charged where applicable on elements within the agreed contract. The Contractor must investigate VAT issues with HMRC, identify which services are exempt and which would be classified to attract VAT at the prevailing rate. The supplier shall add VAT to the price at the prevailing rate as applicable.
- 7.9 As outlined elsewhere in this document, the Contractor should be aware that as part of the Government's commitment to efficiency controls, there are restrictions on a number of categories of expenditure, including (but not limited to):
 - 7.9.1 advertising, marketing and communications (including but not limited to printing, publications, events and public relations [PR]);
 - 7.9.2 consultancy; and
 - 7.9.3 digital and technology.

Full details of Cabinet Office spending controls and the categories of expenditure within scope can be found online at <https://www.gov.uk/government/collections/cabinet-office-controls#cabinet-office-spend-controls-summary>. Bidders should ensure that any expenditure covered by the controls is clearly identifiable in the cost matrix. The successful bidder will be required to work with DfE to secure appropriate clearances for all activities within scope of the controls, regardless of value.

clearances for these activities, regardless of value.

²⁴ Expenditure in this category shall be subject to Cabinet Office controls on digital and technology expenditure. Further information can be found at <https://www.gov.uk/guidance/digital-and-technology-spend-controls-version-5>. The successful bidder will be required to work with DfE to secure appropriate clearances for these activities, regardless of value.

8. KEY PERFORMANCE INDICATORS (KPIs)

- 8.1 The contract includes a number of key performance indicators as a measure of the effectiveness of the services delivered by the Contractor. These key performance indicators will be set for each of the three years of the contract, with the first performance reporting year commencing on 1 August 2019 and concluding on 31 August 2020. Subsequent performance reporting years will then commence on 1 September in each year of the contract and conclude on 31 August the following year, or on the expiry or termination of the contract, whichever is the sooner.
- 8.2 The Contractor is required to meet each of the key performance indicators detailed in the contract. It should continually monitor its performance against them and, in advance of each programme board meeting (or more frequently if required by DfE) submit to DfE a report detailing the key performance indicators it has achieved and progress against those which it has not yet achieved, with a more detailed annual report submitted ahead of the first programme board meeting following the conclusion of each performance reporting year. The Contractor must also notify the DfE of any failure to comply with the key performance indicator and what remedial action it has taken as soon as it becomes aware of the failure.
- 8.3 In the event that the Contractor fails to meet one or more key performance indicators, DfE may demand the application of service credits, which shall be applied to the next invoice submitted for payment or another invoice of DfE's choosing. If the supplier is not due to submit any further invoices, DfE may issue to the supplier an invoice with respect to the service credit, which shall be payable within 30 days.
- 8.4 The details in regards to Service Credits and Key Performance Indicators can be found in schedule 4.
- 8.6 Minima Key Performance Indicators as outlined in the tender specification were:

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
1	Setting direction: Ensure Maths Hubs have clear objectives for each academic year, and that these can be monitored and measured.	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2019–31 August 2020 and that these are agreed with DfE by 30 September 2019.	2%	£1,000	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2020–31 August 2021 and these are agreed with DfE by 30 September 2020.	2%	£1,000	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2021–31 August 2022 and these are agreed with DfE by 30 September 2021.	2%	£1,000
2	Maintaining a high-quality service: Monitor Maths Hub performance regularly, putting in place interventions and support to maintain a high-quality service for teachers and schools and report to DfE on progress.	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000
3	Primary Teaching for Mastery programme participation: Work with the Maths Hubs to continue the roll-out of the Teaching for Mastery programme to primary schools across England. ⁴	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 3,240 such schools successfully complete training by the end of academic year 2019/20, achieved through training at least 140 Mastery Specialists and the remaining number through Teaching for Mastery Work Groups, of which at least 260 should have taken part in the Mastery Readiness programme in academic year 2018/19. ⁵ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 650 such schools successfully complete training in academic year 2020/21, achieved through training at least 70 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups, with at least 260 having taken part in the Mastery Readiness programme in academic year 2019/20. ⁶ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 650 such schools successfully complete training in academic year 2021/22, achieved through training at least 70 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups, with at least 260 having taken part in the Mastery Readiness programme in academic year 2020/21. ⁶ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500
4	Secondary Teaching for Mastery programme participation: Work with the Maths Hubs to continue the roll-out of the Teaching for Mastery programme to secondary schools across England. ⁴	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2019/20, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups. ⁷ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2020/21, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups. ⁷ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2021/22, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups. ⁷ These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500

⁴ The extent to which this key performance indicator has been met will be determined and any clawback calculated solely based on the number of schools which have successfully completed training.

⁵ DfE's intention is that the Teaching for Mastery programme will have delivered training to 8,000 primary schools by 2020 (including all those trained since academic year 2016/17).

⁶ In their proposals, bidders may redistribute the figures specified for academic years 2020/21 and 2021/22, provided the total number of primary schools which successfully complete training across the academic years 2020/21 and 2021/22 remains 1,300. Bidders will need to explain their proposed changes to KPI 3 in their proposal, and detail how they intend to ensure the stated DfE objectives are still met.

⁷ In their proposals, bidders may redistribute the figures specified for academic years 2019/20, 2020/21 and 2021/22, provided the total number of secondary schools which will have successfully completed training by the end of 2021/22 remains 1,700 (including those recruited since 2016/17). Bidders will need to explain their proposed changes to KPI 4 in their proposal, and detail how they intend to ensure the stated DfE objectives are still met.

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
5	China–England Teacher Exchange programme: Recruitment and coordination.	Recruit 70 primary Mastery Specialists and 35 secondary Mastery Specialists to take part in the 2019/20 China–England Teacher Exchange programme.	1%	£500						
6	Quality of the Teaching for Mastery programme: Collect management information to ensure high-quality training with a positive impact on improving teachers' skills and confidence in the teaching of mathematics.	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2019/20, as to that programme's effectiveness. At least 80% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	1%	£500	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2020/21, as to that programme's effectiveness. At least 80% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	2%	£500	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2021/22, as to that programme's effectiveness. At least 80% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	2%	£1,000

Schedule 2: Terms and Conditions

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1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, the following expressions have the following meanings, unless inconsistent with the context:

“Agreed Programme Branding” means the brands listed in schedule 12 or such other branding for the Services as may be agreed between DfE and the Contractor.

“Area” means the geographical area within England in respect of which the Contractor is appointed to provide the Services.

“Associated Company” means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

“Business Days” means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

“CCN” means a Change Control Note in the form set out in schedule 7.

“Charges” means the fees subject to clause 8 payable to the Contractor for the provision of the Services in accordance with schedule 3.

“Commercially Sensitive Information” means the information set out in schedule 11 comprising the information of a commercially sensitive nature relating to:

- (a) the price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to DfE that, if disclosed by DfE, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Consortium” means an [association](#) of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

“Consortium Agreement” means, if the Contractor is a Consortium, an agreement:

- (a) signed by all the Consortium Members as at the Effective Date; and
- (b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

“Consortium Member” means a member of a Consortium (if any).

“Contractor Equipment” means the Contractor’s ICT equipment.

“Contractor’s Solution” means the Contractor’s proposal submitted in response to DfE’s invitation to tender and attached at schedule 14.

“Contract Management Plan” means a plan developed by and agreed between the Parties for the purpose of setting out governance and monitoring arrangements for the duration of the Service delivery under the Contract and recording key information pertaining to the Contract and the Contractor.

“Contracts Finder” means the service offered under that name on GOV.UK or such alternative online platform as may be adopted from time to time.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Deed of Adherence” means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement in either the form set out in schedule 14, and applied using the change process set out in schedule 7, or in any other form approved by DfE in writing.

“Default” means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject matter of the Contract and in respect of which such Party is liable to the other.

“DfE Contract Manager” means Dan Evans of STEM in Schools Division, Qualifications, Curriculum and Extra Curricula Directorate, Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, or such other official as DfE shall nominate from time to time, and of whose identity DfE shall inform the Contractor in writing.

“DfE Premises” means any premises owned by, leased or hired to or otherwise controlled by DfE or which DfE nominates as such by notice in writing to the Contractor, but does not include schools or further education colleges or any other premises which are owned, leased or hired by DfE or any of its executive agencies solely or primarily for the purpose of providing educational services.

“DfE Security Standards” means the security standards as set out in schedule 10.

“DfE Trade Marks” means proprietary trade mark rights of DfE including those contained in schedule 12 and any which may be notified to the Contractor by DfE from time to time.

“Dispute” means any dispute between the Parties in connection with the Contract.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security

Administration Act 1992.

“**DPA**” means the Data Protection Act 2018 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

“**Effective Date**” means 01 July 2019.

“**EIR**” means 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 them.

“**Employment Liabilities**” means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, the United Kingdom or any other relevant authority relating to or connected with:

- (a) the employment and dismissal of employees (including their health and safety at work); and
- (b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work);

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

“**FOIA**” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

“**Force Majeure**” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor’s or any of its Sub-Contractors’ organisation, or otherwise involving the Personnel; or
- (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract.

“**Former Contractor**” means the previous supplier supplying services to DfE before this Contract’s Effective Date which are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractors).

“**General Anti-Abuse Rule**” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“**Good Industry Practice**” means the standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“**GOV.UK**” means the online platform of that name developed and maintained by the Government Digital Service or such successor body as may be appropriate, and of which the uniform resource locator is

<https://www.gov.uk>.

“**Halifax Abuse Principle**” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“**High-Level Delivery Plan**” means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in schedule 6 and as supplemented annually by further subsequent more detailed plans and time schedules (each of which shall be deemed a “Detailed Delivery Plan”) agreed between the Parties in writing according to the process contained in schedule 6.

“**HMRC**” means Her Majesty’s Revenue and Customs.

“**ICT**” means information and communications technology.

“**Implementation Plan**” means the plan and time schedule for the Contractor to implement such preparations as may be necessary in order to deliver adequately and to the satisfaction of DfE its obligations under the Contract as set out in schedule 5, and which shall cover as a minimum, although not necessarily be limited to, the period commencing on the date on which this Contract is signed by the Parties and ending on the Service Commencement Date.

“**Initial Term**” means the period from the Effective Date to 31 August 2022.

“**Intellectual Property Rights**”, “**IPR**”, means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in Confidential Information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**IP/IPR Materials**” means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

“**Key Performance Indicators (KPIs)**” means the key performance indicators in relation to the Services as set out in schedule 4 and with which the Contractor shall comply. “Key Performance Indicator (KPI)” shall be construed accordingly.

“**Key Personnel**” means any of the Personnel identified as such in schedule 8 or otherwise identified as such by DfE pursuant to clause 6.

“**Key Sub-Contractor**” means any Sub-Contractor identified as such in schedule 8 or otherwise identified as such by DfE.

“**Law**” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which either or both Parties are bound to comply.

“**Management Fee**” means any amount identified as such in schedule 3 and which may be payable by DfE to the Contractor in addition to the Contractor’s reasonable costs incurred in providing the Services.

“**Material Breach**” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which DfE would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses 9, 10, 12, 16, 18 and 34 and in schedules 4, 9 and 10.

“**NICs**” means National Insurance Contributions.

“**Occasion of Tax Non-Compliance**” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012

which is found on or after 1 April 2013 to be incorrect as a result of:

- (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the Service Commencement Date or to a civil penalty for fraud or evasion.

“PAYE Deduction” means any deduction from income or other earnings required by any regulations (**“PAYE regulations”**) made under section 683 of the Income Tax (Earnings and Pensions) Act 2003. **“PAYE Deductions”** shall be construed accordingly.

“Performance Measures/Standards” means the standards against which the Contractor will be measured in respect of the delivery of the Services and as aligned to defined Key Performance Indicators (KPIs).

“Performance Reporting Year” means each year of the Term beginning on the first day of the September immediately following the Effective Date and each anniversary thereof and concluding either:

- on the thirty-first day of August in the next following calendar year; or
- on the expiry or termination of the Contract;

whichever is the sooner.

“Personal Data”, except where otherwise stated, takes the meaning contained in the GDPR.

“Personnel” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by DfE a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) the defrauding, attempting to defraud or conspiring to defraud DfE;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“Regulations” means the Public Contract Regulations 2015.

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen 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 the Contract or any other affairs of DfE.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Relevant Transfer” means a transfer of employment to which TUPE applies.

“Relevant Transfer Date” means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.

“Replacement Contractor” means any third party supplier appointed by DfE to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.

“Replacement Sub-Contractor” means a Sub-Contractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer (or any Sub-Contractor of any such Sub-Contractor).

“Request for Information” means a request for information under the FOIA or the EIR.

“Restricted Country” means:

- a) any country outside the United Kingdom; and
- b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC.

“Services” means the services described in the Specification.

“Service Commencement Date” means 01 August 2019.

“Service Credit” means the amount at risk in the event that the Contractor fails to meet the Key Performance Indicators (KPIs) specified in schedule 4.

“Service Transfer Date” means the date of any transfer of the Services (or any part of the Services) for whatever reason, from the Contractor or any Sub-Contractor to a Replacement Contractor or a Replacement Sub-Contractor.

“Service Users” means those receiving the Services.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises. The terms “SMEs”, “Non-SME” and “Non-SMEs” shall be construed accordingly.

“Specification” means the description of the Services to be supplied under the Contract set out in schedule 1.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and “Sub-Contractor” shall be construed

accordingly.

“Supplier Registration Service” means the central register of suppliers operated under that name on behalf of Cabinet Office and which is available online at <https://supplierregistration.cabinetoffice.gov.uk/> or such alternative online location as may be adopted from time to time.

“Term” means the period from the Effective Date until the date the Contract ends for whatever reason.

“TFEU” means the Treaty on the Functioning of the European Union.

“Transferring Contractor Employees” means those employees of the Contractor and/or the Contractor’s Sub-Contractors to whom TUPE will apply on the transfer of the Services (or any part of the Services), for whatever reason, from the Contractor to any Sub-Contractor, Replacement Contractor or a Replacement Sub-Contractor.

“Transferring Former Contractor Employees” means in relation to a Former Contractor, those employees of the Former Contractor to whom TUPE will apply on a Relevant Transfer Date.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced) or any other regulations implementing the Acquired Rights Directive.

“Variation” means any variation to the Contract requiring a CCN to be completed in accordance with schedule 7.

“VCSE” means a voluntary, community and social enterprise, which shall itself be defined as a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. The terms “VCSEs”, “Non-VCSE” and “Non-VCSEs” shall be construed accordingly.

1.2 The following notes of construction and interpretation apply to the Contract:

- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
- 1.2.2 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.2.3 the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
- 1.2.4 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
- 1.2.5 any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
- 1.2.6 the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
- 1.2.7 the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.

2. TERM

2.1 The Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or extension set out in this clause 2, will terminate at the end of the Initial Term.

2.2 DfE may extend the initial term incrementally in periods as chosen by the DfE up to a maximum of 12 months by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Term.

3. THE SERVICES

3.1 The Contractor shall provide the Services in the Area in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.

3.2 DfE may appoint other contractors for the Services in the Area.

3.3 The Contractor shall, in performing its obligations under the Contract:

3.3.1 conform to the requirements of the Specification and the Contractor's Solution or as otherwise agreed in writing between the Parties;

3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of DfE specified by DfE from time to time;

3.3.3 comply with Good Industry Practice;

3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;

3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;

3.3.6 comply with the Key Performance Indicators (KPIs) and reporting requirements set out in schedule 4;

3.3.7 comply with the Implementation Plan;

3.3.8 comply with the High-Level Delivery Plan and each Detailed Delivery Plan;

3.3.9 in so far as is reasonably practicable, comply with any policies and procedures adopted by DfE from time to time within 14 days of the same being brought to the attention of the Contractor by the DfE;

3.3.10 comply with applicable Law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;

3.3.11 comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of DfE, the Service Users and all other persons including members of the public; and

3.3.12 comply with all safety, security, acceptable use and other policies of DfE from time to time notified to it and procure that the Personnel also comply.

3.4 DfE may provide data and materials to the Contractor and access to systems for the purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.

3.5 All equipment and other property brought onto DfE Premises shall be at the Contractor's own risk and DfE shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of DfE.

- 3.6 Any DfE Premises made available from time to time to the Contractor by DfE in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such DfE Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such DfE Premises was made available.
- 3.7 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, DfE retains the right at any time to use any DfE Premises in any manner.

4. CONSORTIA

- 4.1 If the Contractor is a Consortium it shall comply with the terms of this clause 4.
- 4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.
- 4.3 No new person or entity may become a Consortium Member until:
- 4.3.1 DfE has given its prior written consent to the new Consortium Member;
 - 4.3.2 the new Consortium Member has signed a Deed of Adherence; and
 - 4.3.3 a copy of the Deed of Adherence has been given to DfE.
- 4.4 The Contractor shall promptly inform DfE if and how any Consortium Member breaches the terms of the Consortium Agreement.

5. TRANSFER AND SUB-CONTRACTING

- 5.1 Save as set out in this clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a “**Transfer**”) without the prior written consent of DfE.
- 5.2 If DfE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.
- 5.3 The Contractor may award Sub-Contracts with a value per annum not exceeding £10,000 without DfE’s consent.
- 5.4 Where DfE has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of DfE, be sent by the Contractor to DfE as soon as reasonably practicable.
- 5.5 The Contractor will, within 3 months of the effective date of each Sub-Contract, deliver to DfE a plan which sets out the Contractor’s proposals for achieving an orderly transition of Services from the Sub-Contractor to the Contractor and/or a Replacement Sub-Contractor in the event that the Sub-Contractor ceases to be able to perform its obligations under the Sub-Contract, or to do so in a satisfactory manner (a “**Transfer of Sub-Contractor Undertakings Plan**”).
- 5.6 Within 30 days of the submission of the Transfer of Sub-Contractor Undertakings Plan, both Parties will use reasonable endeavours to agree the Transfer of Sub-Contractor Undertakings Plan. If the Parties are unable to agree the Transfer of Sub-Contractor Undertakings Plan the dispute shall be referred to the dispute resolution procedure in clause 37.
- 5.7 The Contractor will review and (if appropriate) update each Transfer of Sub-Contractor Undertakings Plan in the first month of each year of the term of the relevant Sub-Contract to reflect changes to the services provided by the relevant Sub-Contractor. Following such update the Contractor will submit the revised Transfer of Sub-Contractor Undertakings Plan to DfE for review. Within 30 days following submission of the revised Transfer of Sub-Contractor

Undertakings Plan, the Parties shall meet and use reasonable endeavours to agree the revised Transfer of Sub-Contractor Undertakings Plan and the changes that have occurred in the services since the Transfer of Sub-Contractor Undertakings Plan was last agreed. If the Parties are unable to agree the revised Transfer of Sub-Contractor Undertakings Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 37.

- 5.8 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without DfE's prior written consent.
- 5.9 DfE may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to DfE's right of termination pursuant to clause 24 unless the Sub-Contractor can remedy the breach to DfE's satisfaction within 21 days of receipt by the Contractor of written notice from DfE requiring the Sub-Contract to be terminated.
- 5.10 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 5.11 If DfE believes there are:
 - 5.11.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
 - 5.11.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.
- 5.12 The Contractor shall:
 - 5.12.1 subject to clause 5.15, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
 - 5.12.2 within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
 - 5.12.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 5.12.4 provide reports on the information at clause 5.12.3 to DfE in the format and frequency as reasonably specified by DfE; and
 - 5.12.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 5.13 Each advert referred to at clause 5.12.1 above shall provide a full and detailed description of the sub-contract opportunity, with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 5.14 The obligation at clause 5.12.1 shall only apply in respect of sub-contract opportunities arising after the date on which this Contract is signed by the Parties.
- 5.15 Notwithstanding clause 5.12, DfE may by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 5.16 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide to DfE timely, full, accurate and complete SME management information (MI) reports according to a frequency to be agreed between the Parties and which shall include as a minimum:
 - 5.16.1 the total contract revenue received directly on the Contract;
 - 5.16.2 the total value of sub-contracted revenues under the Contract (including revenues for

non-SMEs/non-VCSEs); and

5.16.3 the total value of sub-contracted revenues to SMEs and VCSEs.

6. PERSONNEL

- 6.1 DfE may refuse admission to DfE Premises and/or direct the Contractor to end the involvement in the Services of any Personnel whom DfE believes are a security risk.
- 6.2 If DfE requires the removal of any Personnel pursuant to clause 6.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor's cost.
- 6.3 The Contractor shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.
- 6.4 The Contractor shall comply with the provisions of schedule 9. The Contractor shall take all reasonable steps to ensure compliance with these provisions by any Sub-Contractors.
- 6.5 The Contractor acknowledges that Key Personnel and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel and Key Sub-Contractors listed in schedule 8 as at the Effective Date.
- 6.6 Key Personnel shall not be released from supplying the Services without DfE's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
- 6.7 Any replacements of Key Personnel shall be subject to DfE consent and shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 6.8 DfE shall not unreasonably withhold consent under clauses 6.6 or 6.7. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Personnel or Key Sub-Contractors.
- 6.9 DfE may require the Contractor to remove any Key Personnel whom DfE considers in any respect unsatisfactory.
- 6.10 DfE shall not be liable for the cost of replacing any Key Personnel and the Contractor shall indemnify DfE against all Employment Liabilities that may arise in this respect.
- 6.11 Except in respect of any transfer of Staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

7. TUPE

- 7.1 The Parties agree that schedule 13 (TUPE) shall apply to this Contract and acknowledge that the terms of schedule 13 shall apply during the Term and indefinitely thereafter.

8. CHARGES

- 8.1 Except where otherwise expressly stated in the Contract the only payments to be paid by DfE for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 8.2 In consideration for the provision of the Services DfE shall pay the Charges in accordance with schedule 3 subject to the receipt of correct invoices pursuant to clause 8.7 being issued by the

Contractor.

- 8.3 Except where otherwise expressly stated in schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in schedule 3 throughout the Term.
- 8.4 The Charges are exclusive of Value Added Tax (“**VAT**”) and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify DfE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 8.5 Payment of the Charges by DfE shall be without prejudice to any rights DfE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by DfE by reason of such payment.
- 8.6 DfE may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.
- 8.7 Invoices shall be submitted by email to the relevant DfE Contract Manager and, once approved (such approval not to be unreasonably withheld or delayed), sent within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, PO Box 407, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ. An invoice is a “**Valid Invoice**” if it is legible and includes:
- 8.7.1 the date of the invoice;
 - 8.7.2 Contractor’s full name and address;
 - 8.7.3 Contract reference number;
 - 8.7.4 the correct purchase order number;
 - 8.7.5 the charging period;
 - 8.7.6 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - 8.7.7 days and times worked (if applicable);
 - 8.7.8 Clawback (if applicable); and
 - 8.7.9 VAT if applicable.
- 8.8 DfE shall not pay an invoice which is not a Valid Invoice.
- 8.9 DfE intends to pay Valid Invoices within 10 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 or any successor legislation as may come into force.
- 8.10 DfE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.
- 8.11 At the end of the Term the Contractor shall promptly draw up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to DfE. The final invoice shall be submitted not later than 30 days after the end of the Term.

- 8.12 DfE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.
- 8.13 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 8.14 If DfE disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. DfE may withhold the disputed amount pending resolution of the dispute.
- 8.15 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 37.

9. TAX and VAT

- 9.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 9.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.
- 9.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 9.4 DfE may ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.
- 9.5 A request under clause 9.4 may specify the information which the Contractor must provide and the period within which that information must be provided.
- 9.6 DfE may terminate this Contract if:
- 9.6.1 in the case of a request mentioned in clause 9.4 the Contractor:
- (i) fails to provide information in response to the request within a reasonable time; or
 - (ii) provides information which does not demonstrate either how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it; or
- 9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Contractor is not complying with those clauses.
- 9.7 DfE may supply any information which it receives under clause 9.4 to HMRC.
- 9.8 The Contractor bears sole responsibility for the payment of tax and NICs due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.
- 9.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The Contractor shall indemnify DfE against any liability, assessment or claim made by the HMRC or any other relevant authority arising out of the performance by the Contractor of its obligations under the Contract (other than in respect of employer's secondary NICs) and any costs, expenses, penalty fine or interest incurred or payable by DfE in connection with any such assessment or claim.

- 9.10 The Contractor authorises DfE to provide HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under the Contract whether or not DfE is obliged as a matter of Law to comply with such request.
- 9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- 9.11.1 notify DfE in writing of such fact within 5 Business Days of its occurrence; and
- 9.11.2 promptly give DfE:
- (i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as DfE may reasonably require.

10. PREVENTION OF CORRUPTION

- 10.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the Effective Date:
- 10.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
- 10.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 10.2 The Contractor shall not:
- 10.2.1 commit a Prohibited Act; or
- 10.2.2 do or suffer anything to be done which would cause DfE or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 10.3 The Contractor shall:
- 10.3.1 establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- 10.3.2 procure that its Sub-Contractors shall establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- 10.3.3 keep appropriate records of its compliance with its obligations under clauses 10.3.1 and 10.3.2 and make such records available to DfE on request.
- 10.4 The Contractor shall immediately notify DfE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:
- 10.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 10.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or

- 10.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 10.5 If the Contractor notifies DfE pursuant to clause 10.4, the Contractor shall respond promptly to DfE's enquiries, cooperate with any investigation, and allow DfE to audit any books, records and any other relevant documentation.
- 10.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, DfE may by notice:
- 10.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- 10.6.2 immediately terminate the Contract.
- 10.7 Any notice served by DfE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who DfE believes has committed the Prohibited Act and the action that DfE has taken (including, where relevant, the date on which the Contract shall terminate).

11. DISCRIMINATION

- 11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality Law.
- 11.2 The Contractor shall comply with DfE's equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which DfE reasonably imposes in connection with any equality obligations imposed on DfE at any time under equality Law.
- 11.3 The Contractor indemnifies DfE in full from and against all Employment Liabilities that may arise as a result of any claims brought against DfE by any of its employees, agents, consultants and contractors ("**DfE Personnel**") and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as DfE may request in connection with any investigation by DfE into any complaint or other grievance received by it from any of the DfE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Personnel.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in materials, including as set out in schedule 12:
- 12.1.1 furnished to or made available to the Contractor by or on behalf of DfE (the "**DfE IP Materials**") shall remain the property of DfE (save for Copyright and Database Rights which shall remain the property of the Crown); and
- 12.1.2 prepared by or for the Contractor on behalf of DfE in connection with the Contract (the "**Service Specific IP Materials**") shall vest in DfE (save for Copyright and Database Rights which shall vest in the Crown);
- (together the "**IP Materials**").
- 12.2 The Contractor shall not, and shall ensure that Personnel shall not, use or disclose IP Materials without DfE's approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.
- 12.3 The Contractor hereby assigns to DfE or undertakes to procure the assignment to DfE of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect

immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to DfE (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by DfE and necessary to execute and perfect these assignments and to otherwise evidence DfE's or the Crown's ownership of such rights.

- 12.4 The Contractor shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with the Contract or the performance of the Contract.
- 12.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to DfE a non-exclusive licence or, if itself a licensee of those rights, shall grant to DfE an authorised sub-licence, to use the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable. The Contractor shall notify DfE of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.
- 12.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified DfE and any Replacement Contractor from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which DfE may suffer or incur as a result of or in connection with any actual or alleged breach of this clause 12 (including costs incurred and sums paid in the settlement of any dispute arising out of any such actual or alleged breach), except to the extent that any such claim arises from:
 - 12.6.1 items or materials supplied by DfE; or
 - 12.6.2 the use of data supplied by DfE which is not required to be verified by the Contractor under any provision of the Contract.
- 12.7 DfE shall notify the Contractor in writing of any claim or demand brought against DfE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.
- 12.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied and/or licensed by the Contractor to DfE, provided always that the Contractor shall:
 - 12.8.1 consult DfE on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 12.8.2 take due and proper account of the interests and concerns of DfE; and
 - 12.8.3 not settle or compromise any claim without DfE's prior written consent (not to be unreasonably withheld or delayed).
- 12.9 Notwithstanding clause 12.8, DfE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If DfE takes action the Contractor shall at the request of DfE afford all reasonable assistance to DfE for the purpose of contesting such claim.
- 12.10 DfE shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against DfE or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract subject to the Contractor indemnifying DfE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 12.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property

Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify DfE and, at its own expense and subject to the consent of DfE (not to be unreasonably withheld or delayed), use reasonable endeavours to:

- 12.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or
 - 12.11.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to DfE.
- 12.12 If the Contractor is unable to comply with clauses 12.11.1 and 12.11.2 within 20 Business Days of receipt of the Contractor's notification DfE may terminate the Contract with immediate effect by notice in writing.
- 12.13 The Contractor grants to DfE and, if requested by DfE, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract ("**Contractor IP**") and which DfE (or a Replacement Contractor) reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.
- 12.14 DfE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.
- 12.15 If the Contractor is not able to grant to DfE a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:
- 12.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to DfE a licence on the terms set out in clause 12.13; or
 - 12.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to DfE a sub-licence on the terms set out in clause 12.13.
- 12.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be DfE IP Materials any act or thing which:
- 12.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or
 - 12.16.2 would or might prejudice the right or title of DfE to any of DfE IP Materials.
- 12.17 The Contractor shall provide the Services under the Agreed Programme Branding. In doing so, the Contractor shall comply with DfE's branding guidelines and shall not use any other branding, including its own, other than as set out in DfE's branding guidelines or as otherwise agreed with DfE. DfE may revoke the Contractor's right to use the Agreed Programme Branding at any time. Unless otherwise agreed with DfE, the Contractor's right to use the Agreed Programme Branding, whether for the Services or in any other context, shall cease immediately upon termination or expiry of the Contract.
- 12.18 When using DfE Trade Marks the Contractor shall observe all reasonable directions given by DfE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:

- 12.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DfE Trade Mark, or unfairly competes with any DfE Trade Mark; or
- 12.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DfE Trade Mark as to be likely to deceive or cause confusion.
- 12.19 Any drawings, specifications or other data completed or provided in connection with this Contract shall become or, as the case may be, remain the property of DfE and be delivered up to DfE on completion or termination of the Contract.
- 12.20 In the event that any Service Specific IP Materials prepared by or for the Contractor on behalf of DfE and in connection with this or any predecessor contract are hosted on a publicly accessible website or other information technology platform which itself is Contractor IP and will continue to be owned and/or operated by the Contractor following the conclusion of the Term, the Contractor shall, at the end of the Term, afford to DfE (or, if requested by DfE, a Replacement Contractor) reasonable assistance to transfer these Service Specific IP Materials to an alternative website or other platform nominated by DfE, subject to reimbursement by DfE of the Contractor's reasonable costs incurred in providing such assistance, such costs to be agreed between the Parties in advance.
- 12.21 The Contractor shall take reasonable steps to ensure that any Service Specific IP Materials prepared by or for the Contractor on behalf of DfE and in connection with the Contract are developed in such a way as would, if required, facilitate those Service Specific IP Materials' eventual transfer to and subsequent use and further development by DfE or a Replacement Contractor. A comprehensive list of these Service Specific IP Materials shall be provided in the Exit Plan and reviewed and updated annually in accordance with the Contract Management Plan.
- 12.22 DfE grants to the Contractor a non-exclusive licence for the Term of the Intellectual Property Rights owned by DfE in the IP Materials, solely if and to the extent necessary for the Contractor to perform its obligations under the Contract.
- 12.23 Without prejudice to the provisions of clause 24 or 25, upon termination or expiry of this Contract for any reason, all licences of Intellectual Property Rights granted by DfE to the Contractor shall immediately cease and the Contractor shall promptly deliver up to DfE all IP Materials, and all copies of the same in any form or medium, in the Contractor's possession, custody or control.

13. CAPITAL ASSETS

- 13.1 The Contractor shall not, without the prior written consent of DfE, use funds paid under this Contract wholly or partly to finance the purchase of any capital asset with a purchase price of £2,500 or more (exclusive of VAT) and with an expected life of more than one year.
- 13.2 The Contractor shall maintain an inventory of such items and shall provide DfE with a copy of such inventory if requested.
- 13.3 If the Contractor proposes to dispose of any asset falling within clause 13.1 during the currency of this Contract:
- 13.3.1 it shall consult DfE before doing so; and
- 13.3.2 on disposal it shall pay to DfE DfE's share of the value of that asset (as specified in clause 13.5).
- 13.4 On termination of this Contract, for whatever reason, the Contractor shall:
- 13.4.1 consult DfE over the proposals for disposal or retention of all assets falling within clause 13.1; and
- 13.4.2 unless DfE agrees to some other arrangement, pay to DfE DfE's share of the value of each of those assets (as specified in clause 13.5).

13.5 In clauses 13.3 and 13.4, DfE's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the Parties. In the absence of agreement on the value, DfE may require the Contractor to have the asset valued at the Contractor's own cost. In either such event, DfE's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of DfE's funds.

14. DATA SYSTEMS, HANDLING AND SECURITY

14.1 The Parties shall comply with the provisions of schedule 10 including the annexes appended to that schedule.

15. PUBLICITY AND PROMOTION

15.1 Subject to clause 16.2, without prejudice to DfE's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

15.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 15.1.

15.3 Without prejudice to the generality of clauses 12.18 and 15.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use DfE's name, brand or DfE Trade Marks or the Personal Data of DfE to sell, promote, market or publicise the Contractor's other programmes, courses, services or other activities.

15.4 Subject to clauses 12 and 16 DfE 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.

16. CONFIDENTIALITY

16.1 Except to the extent set out in this clause 16 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

16.2 The Contractor hereby gives its consent for DfE to publish the whole Contract including from time to time agreed changes to the Contract.

16.3 The Contractor may only disclose DfE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.

16.4 The Contractor shall not, and shall procure that Personnel do not, use any of DfE's Confidential Information received otherwise than for the purposes of the Contract.

16.5 Clause 16.1 shall not apply to the extent that:

16.5.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;

16.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

16.5.3 such information was obtained from a third party without obligation of confidentiality;

16.5.4 such information was already in the public domain at the time of disclosure otherwise

than by a breach of the Contract; or

16.5.5 it is independently developed without access to the other Party's Confidential Information.

16.6 Nothing in clause 16 shall prevent DfE disclosing any Confidential Information obtained from the Contractor:

16.6.1 for the purpose of the examination and certification of DfE's accounts;

16.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DfE has used its resources;

16.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or

16.6.4 to any consultant, contractor or other person engaged by DfE;

provided that in disclosing information under clauses 16.6.3 and 16.6.4 DfE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

16.7 Nothing in clauses 16.1 to 16.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

16.8 DfE shall endeavour to ensure that any government department, employee, third party or sub-contractor to whom DfE's Confidential Information is disclosed pursuant to clause 16.6 is made aware of DfE's obligations of confidentiality.

16.9 If the Contractor does not comply with clauses 16.1 to 16.5 DfE may terminate the Contract immediately on notice to the Contractor.

17. FREEDOM OF INFORMATION

17.1 The Contractor acknowledges that DfE is subject to the requirements of the FOIA and the EIR.

17.2 The Contractor shall:

17.2.1 transfer to DfE all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt;

17.2.2 give DfE a copy of all Information in its possession or control in the form that DfE requires within 5 Business Days (or such other period as DfE may specify) of DfE's request;

17.2.3 provide all necessary assistance as reasonably requested by DfE to enable DfE to comply with its obligations under the FOIA and EIR; and

17.2.4 not respond to directly to a Request for Information unless authorised to do so in writing by DfE.

17.3 DfE shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

18. OFFICIAL SECRETS ACTS AND FINANCE ACT

18.1 The Contractor shall comply with the provisions of:

18.1.1 the Official Secrets Acts 1911 to 1989; and

18.1.2 section 182 of the Finance Act 1989.

19. LIABILITY

19.1 Neither Party excludes or limits its liability (if any) to the other:

19.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

19.1.2 for personal injury or death resulting from its negligence;

19.1.3 under section 2(3) Consumer Protection Act 1987;

19.1.4 for any breach of clause 16 or schedule 9 ;

19.1.5 for its own fraud; or

19.1.6 for any other matter for which it would be unlawful for it to exclude or to attempt to exclude its liability.

19.2 Subject to clauses 19.1 and 19.3, the Contractor shall indemnify DfE and keep DfE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Personnel, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

19.3 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax and VAT) shall be limited to £5,000,000.

19.4 Subject to clauses 19.1, 19.3 and 19.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:

19.4.1 for any losses of an indirect or consequential nature;

19.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or

19.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.

19.5 Subject to clauses 19.1 and 19.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:

19.5.1 in respect of damage to property is limited to £5,000,000 in respect of any one incident or series of connected incidents;

19.5.2 in respect of any claim not covered by clause 19.5.1, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable in that year or, with respect to any claim arising following conclusion of the Term, to 150% of the sum of the Charges payable in the final full calendar year of the Term; and

19.5.3 in respect of the Contractor only and claims made under Schedule 10, is limited to £10,000,000 in respect of any one claim or series of connected claims.

19.6 DfE may recover from the Contractor the following losses incurred by DfE to the extent they arise

as a result of a Default by the Contractor:

- 19.6.1 any additional operational and/or administrative costs and expenses incurred by DfE, including costs relating to time spent by or on behalf of DfE in dealing with the consequences of the default;
 - 19.6.2 any wasted expenditure or charges;
 - 19.6.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
 - 19.6.4 any compensation or interest paid to a third party by DfE; and
 - 19.6.5 any fine or penalty incurred by DfE and any costs incurred by DfE in defending any proceedings which result in such a fine or penalty.
- 19.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19.8 All property of the Contractor whilst on DfE's premises shall be there at the risk of the Contractor and DfE shall accept no liability for any loss or damage howsoever occurring to it.
- 19.9 The Contractor shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as DfE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as DfE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and in the case of professional indemnity only for a minimum of 6 years following the end of the Term.
- 19.10 The Contractor shall supply to DfE on demand copies of the insurance policies maintained under clause 19.9.
- 19.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- 19.12 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.

20. WARRANTIES AND REPRESENTATIONS

- 20.1 The Contractor warrants and represents that:
- 20.1.1 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 perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - 20.1.2 in entering the Contract it has not committed any fraud;
 - 20.1.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to DfE prior to execution of the Contract;
 - 20.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual

obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;

- 20.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 20.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this clause 20.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
- 20.1.7 the use by DfE of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
- 20.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:
- (i) 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;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 20.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- 20.1.10 it has notified DfE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

21. FORCE MAJEURE

- 21.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 21.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 21.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 21.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

22. CONTRACT MANAGEMENT, MONITORING AND REMEDIATION

- 22.1 The Contractor shall hold and maintain a full and current registration with the Supplier Registration Service and ensure that the information held against that registration is complete and accurate. The Contractor shall ensure that this information is kept updated at all times throughout the Term and in line with the terms and conditions of this Contract.

- 22.2 The Parties shall cooperate to develop and, within 3 months of the Effective Date, use reasonable endeavours to agree a Contract Management Plan, based as a minimum on a template to be supplied by DfE. If the Parties are unable to agree the Contract Management Plan within this period, the dispute shall be referred to the dispute resolution procedure in clause 37.
- 22.3 The Parties will review and (if appropriate) update the Contract Management Plan in the first month of each year of the Term. Following such update the Parties will use reasonable endeavours to agree the revised Contract Management Plan and the changes that have occurred since the previous version of the Contract Management Plan was agreed between the Parties. If the Parties are unable to agree the revised Contract Management Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 37.
- 22.4 The Parties undertake to comply with the provisions of the agreed Contract Management Plan at all times and throughout the Term.
- 22.5 In the event of a conflict between the Contract Management Plan and the provisions of the Contract, the Contract shall take precedence.
- 22.6 The Parties further undertake to comply with the provisions of schedule 4 (Key Performance Indicators (KPIs) and Performance Management), schedule 5 (Implementation Plan) and schedule 6 (Delivery Planning). This undertaking shall apply at all times throughout the Term and for such time beyond the conclusion of the Term as the provisions of those schedules continue to have effect.
- 22.7 DfE or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.
- 22.8 During such visits, DfE may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.
- 22.9 If DfE reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:
- 22.9.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of DfE (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and
- 22.9.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until DfE reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with DfE in this regard.
- 22.10 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then DfE may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as DfE may direct.
- 22.11 DfE may review from time to time the progress of the Contractor against the Implementation Plan, the High-Level Delivery Plan, and the Detailed Delivery Plan with respect to the relevant Performance Reporting Year. The Contractor shall cooperate with DfE in this regard and provide any information and evidence reasonably required by DfE.
- 22.12 DfE may instruct the Contractor to take appropriate remedial action where DfE reasonably considers that the Implementation Plan, the High-Level Delivery Plan or the respective Detailed Delivery Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

23. STEP-IN RIGHTS

- 23.1 Without prejudice to DfE's rights of termination under clause 24 DfE may exercise one or more of the rights set out in this clause 23 ("**Step-In Rights**") if:
- 23.1.1 there is a Default by the Contractor which materially prevents or materially delays performance of the Services or any part of the Services;
 - 23.1.2 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or any part of the Services;
 - 23.1.3 a Regulatory Body has advised DfE that exercise by DfE of its rights under this clause 23 is necessary;
 - 23.1.4 a serious risk exists to the health and safety of persons, property or the environment;
 - 23.1.5 it is necessary to discharge a statutory duty; or
 - 23.1.6 the Contractor becomes insolvent.
- 23.2 If DfE has a Step-In Right it may serve notice on the Contractor (a "**Step-In Notice**") that it will take action under this clause 23 either itself or with the assistance of a third party.
- 23.3 The Step-In Notice shall set out:
- 23.3.1 the action DfE wishes to take and in particular the Services that it wishes to control (the "**Required Action**");
 - 23.3.2 the event triggering the Step-In Rights and whether DfE believes that the Required Action is due to the Contractor's Default;
 - 23.3.3 the date on which it wishes to commence the Required Action;
 - 23.3.4 the time period which it believes will be necessary for the Required Action;
 - 23.3.5 whether DfE will require access to the Contractor's premises; and
 - 23.3.6 to the extent practicable, the effect DfE anticipates the Required Action will have on the Contractor's obligations to provide the Services during the period that the Required Action is being taken.
- 23.4 Following service of a Step-In Notice, DfE shall:
- 23.4.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - 23.4.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;
 - 23.4.3 cooperate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide those Services of which DfE is not assuming control; and
 - 23.4.5 act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Step-In Rights.
- 23.5 For as long as and to the extent that the Required Action continues:
- 23.5.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and
 - 23.5.2 DfE shall pay the Contractor the Charges after subtracting any applicable Clawback and DfE's costs of taking the Required Action.

- 23.6 If the Contractor demonstrates to DfE's reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had DfE not taken the Required Action, DfE may adjust the Charges.
- 23.7 Before ceasing to exercise its Step-In Rights DfE shall deliver a written notice to the Contractor (a "**Step-Out Notice**"), specifying:
- 23.7.1 the Required Action it has taken; and
- 23.7.2 the date on which DfE plans to end the Required Action subject to DfE being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 23.8.
- 23.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in clause 23.7.2, develop for DfE's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.
- 23.9 If DfE does not approve the draft plan, it shall inform the Contractor of its reasons for not approving it and the Contractor shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to DfE for approval. DfE shall not withhold or delay its approval of the draft plan unreasonably.
- 23.10 The Contractor shall bear its own costs in connection with any Step-In under this clause 23, provided that DfE shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by DfE under clauses 23.1.2 to 23.1.5 (insofar as the primary cause of DfE serving the Step-In Notice is identified as not being the result of a Contractor's Default).

24. TERMINATION

- 24.1 DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- 24.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- 24.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- 24.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- 24.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- 24.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- 24.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 24.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 24.1.8 any event similar to those listed in clauses 24.1.1 to 24.1.7 occurs under the law of any other jurisdiction.

- 24.2 DfE may terminate the Contract with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:
- 24.2.1 an application for an interim order is made pursuant to sections 252–253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
 - 24.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
 - 24.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 24.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
 - 24.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
 - 24.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
 - 24.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - 24.2.8 any event similar to those listed in clauses 24.2.1 to 24.2.7 occurs under the law of any other jurisdiction.
- 24.3 The Contractor shall notify DfE immediately in writing of any merger, take-over, change of control, change of name or status including if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). DfE may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 months of:
- 24.3.1 being notified that a Change of Control has occurred; or
 - 24.3.2 where no notification has been made, the date that DfE becomes aware of the Change of Control;
- but shall not be permitted to terminate where approval was granted prior to the Change of Control.
- 24.4 DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:
- 24.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 24.4.2 it is for any reason dissolved;
 - 24.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
 - 24.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;
 - 24.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

- 24.4.6 any of the following occurs in relation to any of its partners:
 - 24.4.6.1 an application for an interim order is made pursuant to sections 252–253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - 24.4.6.2 a petition is presented for his bankruptcy;
 - 24.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
- 24.4.7 any event similar to those listed in clauses 24.4.1 to 24.4.6 occurs under the law of any other jurisdiction.
- 24.5 DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:
 - 24.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 24.5.2 it is for any reason dissolved;
 - 24.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
 - 24.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
 - 24.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
 - 24.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - 24.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 24.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 24.5.9 any event similar to those listed in clauses 24.5.1 to 24.5.8 occurs under the law of any other jurisdiction.
- 24.6 References to the Insolvency Act 1986 in clauses 24.4 and 24.5 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.
- 24.7 DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:
 - 24.7.1 the Contractor has not remedied the Default to the satisfaction of DfE within 21 Business Days or such other period as may be specified by DfE, after issue of a notice specifying the Default and requesting it to be remedied;
 - 24.7.2 the Default is not, in the reasonable opinion of DfE, capable of remedy; or
 - 24.7.3 the Default is a Material Breach.
- 24.8 DfE may terminate the Contract with immediate effect and without paying compensation to the

- Contractor if:
- 24.8.1 the Contractor's warranty in clause 20 is materially untrue;
 - 24.8.2 the Contractor commits a material breach of its obligation to notify DfE of any Occasion of Tax Non-Compliance;
 - 24.8.3 the Contractor fails to provide details of proposed mitigating factors which, in DfE's reasonable opinion are acceptable; or
 - 24.8.4 the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour Law.
- 24.9 DfE may terminate the Contract with immediate effect (subject to the provisions of clause 24.14) and without paying compensation to the Contractor if:
- 24.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - 24.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or
 - 24.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
- 24.10 If DfE terminates the Contract under clauses 24.7, 24.8, 24.9.2 or 24.9.3:
- 24.10.1 and makes other arrangements for the supply of the Services, DfE may recover from the Contractor the cost reasonably incurred in making those other arrangements; and
 - 24.10.2 DfE shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by DfE), until DfE has established the final cost of making the other arrangements envisaged under this clause 24.
- 24.11 Either Party may terminate the Contract (or any part of it) at any time by giving at least 3 months' prior written notice to the other Party.
- 24.12 If DfE terminates the Contract under clause 24.11 DfE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by DfE.
- 24.13 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue DfE may terminate the Contract (or any part of it) by serving 3 months' written notice on the Contractor.
- 24.14 If DfE terminates the Contract under clause 24.9.1 or 24.13 DfE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.
- 24.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse DfE in respect of any charge levied for

its transmission and any other costs charged in connection with such Default.

24.16 If DfE fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to DfE of its failure to pay. If DfE fails to pay such undisputed sums within 90 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to DfE exercising its rights under clause 8.6 or to Force Majeure.

24.17 Save as otherwise expressly provided in the Contract:

24.17.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

24.17.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of DfE or the Contractor under clauses 8 (Charges), 9 (Tax and VAT), 10 (Prevention of Corruption), 12 (Intellectual Property), 14 (Data Systems, Handling and Security), 16 (Confidentiality), 17 (Freedom of Information), 18 (Official Secrets Act and Finance Act), 19 (Liability), 20 (Warranties and Representations), 22 (Contract Management, Monitoring and Remediation), 24 (Termination), 25 (Retendering and Handover), 26 (Exit Management), 27 (Audit), and 38 (Governing Law and Jurisdiction).

25. RETENDERING AND HANDOVER

25.1 Within 30 days of being requested by DfE, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable DfE to issue tender documents for the future provision of replacement services.

25.2 DfE shall take reasonable precautions to ensure that the information referred to in clause 25.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.

25.3 DfE shall require that all potential contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by DfE; and that they shall not use it for any other purpose.

25.4 The Contractor shall allow access to its premises in the presence of DfE's authorised representative, to any person representing any potential contractor whom DfE has selected to tender for the future provision of the Services.

25.5 If access is required to the Contractor's premises for the purposes of clause 25.4, DfE shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.

25.6 The Contractor shall cooperate fully with DfE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

25.7 Within 10 Business Days of being requested by DfE, the Contractor shall transfer to DfE, or any person designated by DfE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by DfE.

26. EXIT MANAGEMENT

26.1 If DfE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall cooperate fully with DfE and any such third party and shall take all reasonable steps to ensure the timely

and effective transfer of the Services without disruption to routine operational requirements.

- 26.2 The Contractor will, within 3 months of the Effective Date, deliver to DfE, a plan which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to DfE and/or its Replacement Contractor at the end of the Term (an "Exit Plan").
- 26.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 37.
- 26.4 The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Contractor will submit the revised Exit Plan to DfE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 37.
- 26.5 If the Contractor reasonably incurs additional costs in delivering the Services prior to termination or expiry (including as a consequence of being required to use resources in addition to those which are normally used to deliver the Services), the Parties shall agree a variation of the Charges. In all other circumstances, there shall be no change to the Charges.
- 26.6 If DfE requests, the Contractor shall deliver to DfE details of all licences for software used in the provision of the Services including the software licence agreements.
- 26.7 Within one month of receiving the software licence information described above, DfE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of DfE a plan for licence transfer.
- 26.8 The Contractor shall cooperate fully with DfE in order to enable an efficient and detailed knowledge transfer from the Contractor to DfE at the end of the Term and shall provide DfE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by DfE. The Contractor shall comply with DfE's request for information no later than 15 Business Days from the date that that request was made.

27. AUDIT

- 27.1 The Contractor shall keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges.
- 27.2 The Contractor agrees to make available to DfE, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.
- 27.3 The Contractor shall permit duly authorised representatives of DfE and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and shall provide such copies and oral or written explanations as may reasonably be required.
- 27.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of DfE and for carrying out examinations into the economy, efficiency and effectiveness with which DfE has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

28. ENTIRE AGREEMENT

- 28.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.

28.2 Nothing in this clause 28 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

29. PARTNERSHIP

29.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

30. WAIVER

30.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

31. CHANGE CONTROL

31.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 7 (the “**Change Control Procedure**”). No Variation shall be effective unless made in accordance with the Change Control Procedure.

32. COUNTERPARTS

32.1 The Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

33.1 The Parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

34. CONFLICTS OF INTEREST

34.1 The Contractor shall:

34.1.1 not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Contractor hereby acknowledges) to comply with its obligations under the Contract to the required standards; and

34.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of DfE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to DfE under the provisions of the Contract in either case, referred to in this clause 34 as a “**Conflict of Interest**”.

34.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 34 the Contractor shall forthwith provide full particulars to DfE.

34.3 In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.

34.4 Without prejudice to the foregoing provisions of this clause 34, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:

34.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of DfE (acting

reasonably); and

34.4.2 give DfE a comprehensive and detailed written statement of the action it had taken.

34.5 If DfE is not satisfied with the Contractor's actions, the Contractor shall, on request by DfE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).

34.6 Without prejudice to any other right or remedy it may have, DfE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of DfE, there is any continuing breach by the Contractor of the provisions of this clause 34.

35. FURTHER ASSURANCE

35.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant Party all rights granted under the Contract and otherwise to comply with its terms.

36. NOTICES

36.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, prepaid first-class post or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

36.2 The notice, demand or communication shall be deemed to have been duly served:

36.2.1 if delivered by hand, when left at the proper address for service;

36.2.2 if given or made by prepaid unregistered first-class post, 48 hours after being posted, or in the case of unregistered airmail 14 days after being posted;

36.2.3 if given or made by prepaid registered first-class post or registered airmail, on the day on which the notice, demand or communication is successfully delivered as evidenced by postal service records or, if that day is not a Business Day, on the next following Business Day;

36.2.4 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first-class prepaid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 a.m. and 5.00 p.m., service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

36.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

37. DISPUTE RESOLUTION

37.1 Any Dispute shall be dealt with in accordance with this clause 37.

37.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

37.3 If a Dispute cannot be resolved by negotiation as referred to in clause 37.2 within 30 days of the

Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

38. GOVERNING LAW AND JURISDICTION

- 38.1 The Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.
- 38.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.
- 38.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

Schedule 3: Financials

1. DfE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the Key Performance Indicators (KPIs) set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and DfE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
2. The total Charges payable to the Contractor in respect of the Services shall not exceed £10,798,347.52 including any VAT which may apply. The Contractor shall be entitled to invoice the Charges monthly on the basis of the budget profile set out Tables 1, 2 3 and 4 below, save:
 - 2.1 in the months of June, September, December and March of each year of the Term; and
 - 2.2 in the final month of the Term irrespective of the calendar month in which it falls;when, save for any amount identified in Tables 1, 2, 3 and 4 as a Management Fee, the invoiced amount shall be adjusted to be fully reconciled with reasonable costs incurred by the Contractor over the preceding three-month period.

Table 1: 2019-20 Financial Year - REDACTED

Table 2: 2020–21 financial year - REDACTED

Table 3: 2021–22 financial year - REDACTED

Table 4: 2022–23 financial year - REDACTED

3. No Management Fee shall be chargeable to DfE by the Contractor prior to the commencement of the first Performance Reporting Year.
4. Indexation shall not apply to the Charges.
5. Funds allocated to a particular expenditure heading in Tables 1, 2, 3 and 4 are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only.
6. The Contractor shall during the term of the Contract co-operate with the DfE to provide complete and accurate open book financial and non-financial information which is sufficient to enable the DfE to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to, but not limited to:
 - 6.1 the Contractor's costs and operating expenditure relating to the provision of the Services;
 - 6.2 any overhead-related costs;
 - 6.3 the level of profit achieved over the Contract; and
 - 6.4 an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency.

Schedule 4: Key Performance Indicators (KPIs) and Performance Management

1. DEFINITIONS AND INTERPRETATION

In this schedule, the following expressions have the following meanings, unless inconsistent with the context:

“Annual Delivery Costs” means the total Charges as detailed in schedule 3 which are payable in the course of any given Performance Reporting Year but excluding any portion of those Charges which is contained within the Management Fee expenditure heading.

“Annual Management Fee” means the portion of the Charges as detailed in schedule 3 contained within the Management Fee expenditure heading and which is payable in the course of any given Performance Reporting Year.

“Annual Service Review Meeting” means the first Monthly Service Review Meeting following the conclusion of each Performance Reporting Year, or such other Monthly Service Review Meeting as may from time to time be agreed between the Parties but of a frequency not less than once with respect to each Performance Reporting Year of the Term.

“Financial Year” means the period commencing on 1 April of each calendar year and ending on 31 March of the following calendar year.

“Monthly Service Review Meeting” means a meeting of DfE’s Maths Hubs Programme Board, which shall generally take place at a location in central London to be determined by DfE once per month (or more frequently if so required by DfE) throughout the Term and on at least one further occasion not more than three months following conclusion of the Term, and to which the Contractor shall be required to send one or more representatives whose identities shall be agreed between the Parties.

“Effective Programme Delivery” means the full and timely delivery of the Services and all other deliverables for which provision is made under this Contract, including but not limited to in accordance with the requirements of this schedule 4, of the Implementation Plan, of the High-Level Delivery Plan, and of such Detailed Delivery Plans as may from time to time be between the Parties in accordance with the provisions of schedule 6.

“Service Monitoring Meeting” means a meeting convened by DfE for the purpose of discussing and monitoring the performance of the Contractor and such other issues as may from time to time be relevant to the effective operation of the Services, such meetings to take place approximately once per month (or more frequently if so required by DfE) throughout the Term at a location in England to be determined by DfE, and to which the Contractor shall be required to send one or more representatives whose identities shall be agreed between the Parties.

All other terms shall take the definitions contained in schedule 2.

2. KEY PERFORMANCE INDICATORS (KPIs)

The objectives of the Key Performance Indicators (KPIs) are to:

- 2.1 ensure that the Services are of a consistently high quality and meet the requirements of DfE;
- 2.2 provide a mechanism whereby DfE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor’s failure to deliver the Services or any part thereof; and
- 2.3 incentivise the Contractor to meet the Key Performance Indicators (KPIs) and to remedy any failure to meet the Key Performance Indicators (KPIs) expeditiously.

This schedule 4 sets out the Key Performance Indicators (KPIs) against which the Contractor shall measure its performance.

The Contractor must meet the Key Performance Indicators (KPIs) as set out in Table 1 below. In the event that the Contractor fails to meet the Key Performance Indicators (KPIs):

- 2.4 DfE may, at its discretion, apply Service Credits to the next invoice submitted for payment or another invoice of its choosing; or
- 2.5 if the Contractor is not due to submit any further invoices, DfE may issue to the Contractor an invoice with respect to the Clawback, which shall be payable by the Contractor within 30 days.

The maximum applicable Service Credit with respect to each Key Performance Indicator (KPI) and in each Performance Reporting Year shall be:

- 2.6 where the Contractor has achieved an output equivalent to less than 75% of any given Service Milestone, the sum of:

- 2.6.1 the respective Service Credit Ceiling detailed in Table 1 and calculated as a proportion of the Annual Delivery Costs; and

- 2.6.2 an amount calculated in accordance with the formula $\text{maximum Management Fee Service Credit} = \frac{\text{Annual Management Fee}}{\text{number of key performance indicators}}$, in which 'number of key performance indicators' shall denote the number of Key Performance Indicators (KPIs) applicable in the respective Performance Reporting Year; or

- 2.7 where the Contractor has achieved an output equivalent to at least 75% but less than 100% of any given Service Milestone, the greater of:

- 2.7.1 the respective Service Credit Floor; and

- 2.7.2 the sum of:

- 2.7.2.1 an amount determined in accordance with the formula $\text{maximum delivery cost Service Credit \%} = 4 \left(\text{service credit ceiling \%} \left(1 - \frac{\text{actual number achieved}}{\text{target number}} \right) \right)$, and calculated as a proportion of the Annual Delivery Costs, and in which:

- 2.7.2.1.1 'target number' shall denote the numerical target output with respect to the Key Performance Indicator (KPI); and

- 2.7.2.1.2 'actual number achieved' shall denote the output achieved against the target output associated with the Key Performance Indicator (KPI); and

- 2.7.2.2 a further amount determined in accordance with the formula $\text{maximum Management Fee service credit} = 4 \left(\left(\frac{\text{Annual Management Fee}}{\text{number of key performance indicators}} \right) \left(1 - \frac{\text{actual number achieved}}{\text{target number}} \right) \right)$, in which:

- 2.7.2.2.1 'number of key performance indicators' shall denote the number of Key Performance Indicators (KPIs) applicable in the respective Performance Reporting Year;

- 2.7.2.2.2 'target number' shall take the meaning contained in clause 2.7.2.1.1; and

- 2.7.2.2.3 'actual number achieved' shall take the meaning contained in clause 2.7.2.1.2; and

- 2.8 DfE may, at its sole discretion, determine that Service Credits should not be applied with respect to an incident of failure to meet the Key Performance Indicators (KPIs) detailed in Table 1, or

determine that the Service Credits to be applied should be in an amount lower than the maximum applicable Service Credit as calculated in accordance with this clause. Any such determination shall not affect DfE's right to apply Service Credits with respect to future instances in which the Contractor fails to meet the Key Performance Indicators (KPIs), whether in relation to the same Key Performance Indicator (KPI) or others, subject to not exceeding the maximum applicable Service Credit in relation to any individual Key Performance Indicator (KPI) in any given Performance Reporting Year as calculated in accordance with this clause.

- 2.9 Any decision by DfE to apply Service Credits shall not affect DfE's future right to additionally exercise any other right for which provision is made in this Contract, including the rights conferred by virtue of clause 24 of schedule 2 and which shall apply in the event of a default or material breach. A material breach shall specifically include any breach of the supplier's obligations which is serious in the widest sense of having a serious effect on the benefit which DfE would otherwise derive from the key performance indicators.
- 2.10 The Parties shall use all reasonable endeavours to resolve any dispute relating to the application of the provisions of this schedule 4 within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 37 of schedule 2.
- 2.11 The Contractor confirms that it has taken the Key Performance Indicators (KPIs) into account in calculating the Charges.

3 REPORTING

The Contractor shall monitor its performance against each of the Key Performance Indicators (KPIs) throughout the Term and prepare and submit to DfE:

- 3.1 not less than three Business Days prior to each Monthly Service Review Meeting (including, for the avoidance of doubt, each Annual Service Review Meeting), or more frequently if so required by DfE:
- 3.1.1 a report detailing the Key Performance Indicators (KPIs) which have been achieved and progress against those which have not yet been achieved in accordance with the provisions of this schedule 4;
 - 3.1.2 a register of risks to Effective Programme Delivery, that register to include in relation to each risk:
 - 3.1.2.1 a description of the nature of the risk;
 - 3.1.2.2 a considered assessment in the Contractor's reasonable opinion of the inherent likelihood of the risk occurring and of the impact which the risk, if realised and in the absence of any contingency measures, would be likely to have on Effective Programme Delivery;
 - 3.1.2.3 any contingencies and/or countermeasures which have been identified and, if appropriate, implemented in order to prevent or reduce the likelihood of the risk occurring, or in order to reduce the likely impact of that risk on Effective Programme Delivery in the event that it is realised;
 - 3.1.2.4 a considered assessment in the Contractor's reasonable opinion of the residual likelihood of the risk occurring and the residual impact which the risk, if realised, would be likely to have on Effective Programme Delivery following implementation of the contingencies and/or countermeasures identified at clause 3.1.2.3; and
 - 3.1.3 a register of issues which are compromising or are likely to compromise Effective Programme Delivery, that register to include in relation to each issue:
 - 3.1.3.1 a description of the nature of the issue;
 - 3.1.3.2 a considered assessment in the Contractor's reasonable opinion of the inherent impact of the issue on Effective Programme Delivery, in the absence of any

countermeasures;

3.1.3.3 any countermeasures which have been implemented to prevent or reduce the impact of the issue on Effective Programme Delivery; and

3.1.3.4 a considered assessment in the Contractor's reasonable opinion of the residual impact of the issue on Effective Programme Delivery following implementation of the countermeasures identified at clause 3.1.3.3; and

3.1.4 a document showing, in sufficient detail to enable DfE to form an accurate and meaningful judgement of the extent to which Effective Programme Delivery is being achieved or is on track to be achieved:

3.1.4.1 during the period covered by the Implementation Plan, progress against that plan;

3.1.4.2 during any given Performance Reporting Year for which a Detailed Delivery Plan has been agreed between the Parties, progress against that Detailed Delivery Plan; and

3.1.4.3 with respect to any period for which a Detailed Delivery Plan has not or has yet to be agreed between the Parties, progress against the High-Level Delivery Plan;

3.1.5 a report detailing:

3.1.5.1 invoicing to date during the current Financial Year and additionally, in the case of the first Monthly Service Review Meeting following the conclusion of a Financial Year, invoicing during the entirety of the Financial Year which has concluded most recently;

3.1.5.2 an updated budgetary profile showing anticipated total expenditure in each month for the remainder of the current Financial Year;

3.1.5.3 in advance of the first Monthly Service Review Meeting following 30 June, 30 September and 31 December each year, or following conclusion of the Term:

3.1.5.3.1 a breakdown of the Contractor's costs incurred against each expenditure heading in each previous month of the current Financial Year; and

3.1.5.3.2 an updated budgetary profile showing anticipated expenditure against each expenditure heading in each month for the remainder of the current Financial Year; and

3.1.5.4 in advance of the first Monthly Service Review Meeting following 31 March each year, or following conclusion of the Term:

3.1.5.4.1 a breakdown of the Contractor's costs incurred against each expenditure heading in each month of the previous Financial Year; and

3.1.5.4.2 an updated budgetary profile showing anticipated expenditure against each expenditure heading in each month for the remainder of the current Financial Year; and additionally

3.2 not less than five Business Days in advance of each Annual Service Review Meeting submit a report detailing, with respect to the preceding Performance Reporting Year, outputs from the Services and other activities for which provision is made under the Contract, and which shall specifically include, but not be limited to:

3.2.1. the Contractor's performance against all Key Performance Indicators (KPIs);

- 3.2.2 an analysis of the impact of the Services on schools and colleges and additionally on the wider education system; and
 - 3.2.3 details of any insights gained which could usefully inform future improvements to the delivery model of the Services or to the delivery models of other DfE programmes.
- 3.3 not less than 30 days prior to the commencement of the respective performance year, submit to DfE for approval, sufficiently detailed delivery plans with regard to the Services agreed in this Contract, and which shall specifically include, but not limited to;
- 3.3.1 planned activity to meet Key Performance Indicators;
 - 3.3.2 communications and digital strategy;
 - 3.3.3 designs for Management Information and Continuous Improvement data collection;
 - 3.3.4 resource development;
 - 3.3.5 the supply of a suitably qualified Maths Hub workforce; and
 - 3.3.6 development and implementation of Network Collaborative Projects.

The Contractor shall comply with such further reporting requirements with respect to each Service Monitoring Meeting and to such timescales as may from time to time be agreed between the Parties.

The Contractor shall also notify DfE of any failure to comply with the Key Performance Indicators (KPIs) and what remedial action it has taken as soon as it becomes aware of the failure.

Table 1: Key Performance Indicators (KPIs)

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor
1	Setting direction: Ensure Maths Hubs have clear objectives for each academic year, and that these can be monitored and measured.	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2019–31 August 2020 and that these are agreed with DfE by 30 September	2%	£1,000	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2020–31 August 2021 and these are agreed with DfE by 30 September	2%	£1,000	Work with 100% of Maths Hubs to set individual annual plans for the period 1 September 2021–31 August 2022 and these are agreed with DfE by 30 September	2%	£1,000
2	Maintaining a high-quality service: Monitor Maths Hub performance regularly, putting in place interventions and support to maintain a high-quality service for teachers and schools and report to DfE on progress.	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000	Provide 100% of Maths Hubs with the tools, guidance and challenge needed to submit quarterly performance reports on all aspects of Maths Hub provision which for each Maths Hub shall include a pre-report visit from NMC to discuss progress against each Maths Hub's annual plan.	2%	£1,000

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor
3	Primary Teaching for Mastery programme participation: Work with the Maths Hubs to continue the roll-out of the Teaching for Mastery programme to primary schools across England.	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 3,240 such schools successfully complete training by the end of academic year 2019/20, achieved through training at least 150 Mastery Specialists and the remaining number through Teaching for Mastery Work Groups, of which at least 260 should have taken part in the Mastery Readiness programme in academic year 2018/19. These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 650 such schools successfully complete training in academic year 2020/21, achieved through training at least 70 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups, with at least 260 having taken part in the Mastery Readiness programme in academic year 2019/20. These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit primary schools to the primary Teaching for Mastery programme ensuring at least 650 such schools successfully complete training in academic year 2021/22, achieved through training at least 70 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups, with at least 260 having taken part in the Mastery Readiness programme in academic year 2020/21. These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor
4	Secondary Teaching for Mastery programme participation: Work with the Maths Hubs to continue the roll-out of the Teaching for Mastery programme to secondary schools across England.	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2019/20, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups.1 These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2020/21, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups.7 These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500	Recruit secondary schools to the secondary Teaching for Mastery programme ensuring at least 405 such schools successfully complete training by the end of academic year 2021/22, achieved through training at least 105 Mastery Specialists each academic year and the remaining number through Teaching for Mastery Work Groups.7 These are to be drawn from schools which have not previously been engaged on these programmes.	3%	£1,500
5	China–England Teacher Exchange programme: Recruitment and coordination.	Recruit 70 primary Mastery Specialists and 35 secondary Mastery Specialists to take part in the 2019/20 China–England Teacher Exchange programme.	1%	£500						

No.	Definition	Performance Reporting Year								
		1 September 2019–31 August 2020			1 September 2020–31 August 2021			1 September 2021–31 August 2022		
		Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor	Success Factor	Service Credit Ceiling	Service Credit Floor
6	Quality of the Teaching for Mastery programme: Collect management information to ensure high-quality training with a positive impact on improving teachers' skills and confidence in the teaching of mathematics.	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2019/20, as to that programme's effectiveness. At least 85% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	1%	£500	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2020/21, as to that programme's effectiveness. At least 85% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	2%	£500	All teachers participating in the Teaching for Mastery programme to be surveyed at the end of academic year 2021/22, as to that programme's effectiveness. At least 85% of teachers responding to the survey should report a positive impact of the programme on their confidence in, and ability to, use Teaching for Mastery techniques.	2%	£1,000

Schedule 5: Implementation Plan

1. The Contractor shall, in advance of the Service Commencement Date and in accordance with the Implementation Plan set out below, make full and adequate preparation to commence delivery of the Services with effect from the Service Commencement Date.
2. The Implementation Plan developed by the Contractor and agreed between the Parties shall be sufficiently detailed as is necessary to manage preparations to deliver the Services and any proposed changes are subject to the Change Control Procedure.
3. The Contractor shall be responsible for implementing and managing preparations to deliver the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1. in accordance with the provisions of the Contract; and
 - 3.2. in a manner that maintains the continuity of Services to DfE, including where applicable the transfer of those Services from any Former Contractor.
4. During the period commencing on the date on which the Contract is signed by the Parties and ending on a date agreed between the Parties but not prior to the Service Commencement Date, the Contractor shall monitor its performance against the Implementation Plan and report to DfE weekly on its performance.

National Maths Centre: Implementation and set-up 21 May – 31 July 2019 - REDACTED

Schedule 6: Delivery Planning

1. The Contractor shall provide the Services in accordance with the High-Level Delivery Plan agreed with DfE, and set out below.
2. The High-Level Delivery Plan shall be sufficiently detailed as is necessary, in the reasonable opinion of DfE, to provide a suitable and coherent framework for the delivery of the Services. Any proposed changes to the High-Level Delivery Plan are subject to the Change Control Procedure.
3. The Contractor shall prepare and maintain a Detailed Delivery Plan with respect to each Performance Reporting Year throughout the Term. Each Detailed Delivery Plan shall be submitted by the Contractor to DfE for approval no later than 30 days prior to the commencement of the respective Performance Reporting Year, or by such other date as may from time to time be agreed between the Parties, and shall be sufficiently detailed as is necessary to manage the delivery of the Services over the course of the respective Performance Reporting Year, having regard to the provisions of this Contract and in particular the Key Performance Indicators (KPIs) contained in schedule 4.
4. If DfE raises concerns about the arrangements contained within a Detailed Delivery Plan prior to that Detailed Delivery Plan having been agreed between the Parties, the Contractor shall review and update the relevant provisions and resubmit the Detailed Delivery Plan to DfE for approval within 14 days. DfE may request such further iterative amendments as it deems appropriate to ensure compliance with the Contract. If, following this, the Parties remain unable to reach agreement on the Detailed Delivery Plan, either Party may refer the dispute to the dispute resolution procedure in clause 37 of schedule 2.
5. Once a Detailed Delivery Plan has been agreed between the Parties, this shall supplement the High-Level Delivery Plan and the Contractor shall provide the Services in accordance with that Detailed Delivery Plan throughout the respective Performance Reporting Year.
6. In the event of a conflict between the High-Level Delivery Plan and one or more Detailed Delivery Plans, the relevant Detailed Delivery Plan or Detailed Delivery Plans shall take precedence.
7. A Detailed Delivery Plan may be amended at any time upon the written request of either Party and subject to the written agreement of all such amendments by the other Party.
8. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that throughout the Term the Contractor is able to provide the Services:
 - 8.1. in accordance with the provisions of the Contract; and
 - 8.2. in a manner that maintains the continuity of Services to DfE.
9. The Contractor shall monitor its performance against the High-Level Delivery Plan and Detailed Delivery Plans and report to DfE monthly (or more frequently if so required by DfE) on its performance.

National Mathematics Centre: High-level Delivery Plan: August 2019-August 2020 - REDACTED

National Mathematics Centre: High-level Delivery Plan: September 2020-August 2021 - REDACTED

National Mathematics Centre: High-Level Delivery Plan: September 2021-August 2022 – REDACTED

Schedule 7: Change Control Procedure

1. The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
2. The Contractor shall use reasonable endeavours to incorporate minor changes requested by DfE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
3. Either Party may request a Variation provided that such Variation does not amount to a material change.
4. DfE may request a Variation by completing the CCN and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges is required in order to implement the Variation within a reasonable time limit specified by DfE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the CCN.
5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, DfE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 37 of schedule 2.
6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the CCN on DfE.
7. DfE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
8. DfE shall confirm in writing within 21 days of receiving the CCN whether it accepts or rejects the Variation.
9. DfE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

Contract Number		DfE Contract / Programme Manager	
Contractor		Original Contract Value (£)	
Contract Start Date		Contract Expiry Date	

Variation Requested	
Originator of Variation (tick as appropriate)	DfE <input type="checkbox"/> Contractor <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

Impact on original contract (if applicable)			
Supporting Information (please attach all supporting documentation for this Change Control)			
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.		
Variation Agreed <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </td> <td style="width: 50%; vertical-align: top;"> For DfE: Signature..... Full Name..... Title..... Date..... </td> </tr> </table>		For the Contractor: Signature..... Full Name..... Title..... Date.....	For DfE: Signature..... Full Name..... Title..... Date.....
For the Contractor: Signature..... Full Name..... Title..... Date.....	For DfE: Signature..... Full Name..... Title..... Date.....		

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	
Date received		EC Reference	

Schedule 8: Key Personnel and Key Sub-Contractors

Key Personnel

The individuals listed in the table below are Key Personnel: NAMES REDACTED

Name and role	Rationale	% of time delivering this contract
Director	Leadership of NMC, high level representation with DfE and key stakeholders	50%
Deputy Director	Strategic/operational direction, staff and resource planning and management. Deputising for Director	60%
Director System Leadership	Strategic leadership of Maths Hubs programme, including management of the RLs	100%
Director for PD Leadership and Evaluation	Strategic leadership and co-ordination of high-quality professional development and evaluation across all strands	100%
Director for Primary	Strategic leadership of primary work, including TfM and England-China programmes	100%
Director for Secondary	Strategic leadership of secondary work, including the TfM and post-16 programmes and the England-China exchange	100%
Communications Director	Leadership and management of communication and engagement activities	100%

Key Sub-Contractors

The Contractor may sub-contract its obligations under the Contract to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-Contract Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services
Mathematics in Education & Industry (MEI)	Monckton House, Epsom Centre, White Horse Business Park, Trowbridge, Wiltshire, BA14 0XG	Independent charity to improve mathematics education supporting teachers through CPD	13%	Contributing to the leadership and management of the NMC

Schedule 9: Safeguarding Arrangements

1. DEFINITIONS AND INTERPRETATION

1.1 In this schedule, the following expressions have the following meanings, unless inconsistent with the context:

“16–19 Academy” has the meaning of section 1B of the Academies Act 2010.

“Candidate” means any individual who is currently under consideration by the Contractor for employment to perform its obligations under the Contract, or who is under consideration by the Contractor for any other form of direct engagement in connection with the Contractor’s performance of its services under the Contract. The term “Candidates” shall be construed accordingly.

“Childcare” takes the definition contained in section 18 of the Childcare Act 2006. In accordance with section 18(2) and (3) of that Act, this includes education for a child who has not yet attained the age of eight and any other supervised activity for such a child, but does not include education (or any other supervised activity) provided by a school during school hours for a registered pupil who is not a Young Child.

“DBS ID Checking Guidelines”²⁵ mean the guidelines issued by the Disclosure and Barring Service for the purpose of verifying the identification of applicants for criminal record checks, as amended from time to time.

“Disclosure and Barring Service” and **“DBS”** mean the non-departmental public body of that name, or such other successor body or organisation as may be appropriate.

“Disclosure and Barring Service Certificate” means a criminal record certificate issued by the Disclosure and Barring Service with respect to an individual.

“Disqualification Criteria” means the criteria for disqualification from registration contained within Part 2 of The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.²⁶

“Disqualification Under the Childcare Act 2006”²⁷ means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Disqualification Waiver” means a waiver issued by Her Majesty’s Chief Inspector of Education, Children’s Services and Skills in exercise of his or her powers under:

- (a) Regulation 10 of The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018;
- (b) Regulation 10 of The Childcare (Disqualification) Regulations 2009 (which is now revoked); or
- (c) any appropriate successor regulations made by the Secretary of State for Education in exercise of the powers conferred by section 75 of the Childcare Act 2006.

An individual is **“Disqualified from Registration”** if that individual meets the Disqualification Criteria, unless that individual has also been granted a Disqualification Waiver with respect to the information pertaining to him or her and which causes the Disqualification Criteria to be met.

“Early Years Safeguarding and Welfare Requirements” means the requirements contained in section 3 of the Statutory Framework for the Early Years Foundation Stage.

A person satisfies the **“Harm Test”** if that person may harm a child or vulnerable adult or put them at risk of harm. It is something a person may do to cause harm or pose a risk of harm to a child or vulnerable

²⁵ <https://www.gov.uk/government/publications/dbs-identity-checking-guidelines>

²⁶ S.I. 2018/794. In interpreting the Disqualification Criteria, it may be helpful to refer to: the information contained within the sections ‘Disqualification criteria’ and ‘Relevant offences and orders’ contained within Disqualification Under the Childcare Act 2006; the list of offences contained within table A of the appendices to Disqualification Under the Childcare Act 2006; and the list of orders contained within table B of the appendices to Disqualification Under the Childcare Act 2006. It should be noted that this information is not exhaustive. A summary of additional offences that can lead to disqualification can be found on page 3 of the appendices to Disqualification Under the Childcare Act 2006.

²⁷ <https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006>

adult.

“Keeping Children Safe in Education” means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Independent School” as defined in section 463 of the Education Act 1996, means any school at which full-time education is provided for:

- (a) five or more pupils of compulsory school age; or
- (b) at least one pupil of that age for whom an EHC plan is maintained or for whom a statement is maintained under section 324 of the Education Act 1996, or who is looked after by a local authority (within the meaning of section 22 of the Children Act 1989;

and which is not a school maintained by a local authority or a special school not so maintained. It shall specifically include Academy schools and alternative provision Academies as defined in accordance with the Academies Act 2010.

“Institution within the Further Education Sector” has the meaning in section 91(3) of the Further and Higher Education Act 1992.

“Maintained School” means a community, foundation or voluntary school or a community or foundation special school, or any other school maintained by a local authority.

“Non-Maintained Special School” means a school which is approved under section 342 (1) of the Education Act 1996 (as amended).

“Non-Relevant Conviction”:

- (a) in the case of an individual who is engaged:
 - (i) in any office or employment which is concerned with the provision of care services to vulnerable adults and which is of such a kind as to enable that individual, in the course of his or her normal duties, to have access to vulnerable adults in receipt of such services.
 - (ii) in any work which is Regulated Activity relating to vulnerable adults, which for the purpose of this definition shall include regulated activity within the meaning of Part 2 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as it had effect immediately before the coming into force of section 66 of the Protection of Freedoms Act 2012;
 - (iii) in any work in an Institution within the Further Education Sector or 16–19 Academy where the normal duties of that work involve regular contact with persons aged under 18;
 - (iv) in any work which is Regulated Activity relating to children, which for the purpose of this definition shall include regulated activity within the meaning of Part 1 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as it had effect immediately before the coming into force of section 64 of the Protection of Freedoms Act 2012;
 - (v) in any work done infrequently which, if done frequently, would be Regulated Activity relating to children;
 - (vi) in any employment or other work that is carried out at a children’s home or residential family centre;
 - (vii) as a chartered or certified accountant; or
 - (viii) in any other employment or activity deemed to fall within the scope of schedule 1 to The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended);

means any conviction which is ‘protected’ as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended); and

- (b) in the case of an individual who is engaged in employment or activity which does not fall within the scope of points (a)(i)–(a)(viii) above, means any conviction which is ‘spent’ as defined in accordance with the Rehabilitation of Offenders Act 1974.

“Pre-Appointment Checks” means such checks and searches as are appropriate and necessary to assess an individual’s suitability for employment and to perform the duties of a particular role, as determined in accordance with clause 3.2.

“Proprietor” means the person or body of persons responsible for the management of a school, including (but not limited to):

- (a) in relation to a Maintained School, the governing body; and

- (b) in relation to an Academy, a qualifying Academy proprietor, as defined by section 12(2) of the Academies Act 2010.

“Real-Time Online Tuition” means any teaching provision for one or more Relevant Students which is delivered through the use of information and communications technology and during which the student and the teacher communicate in real time through the use of video, audio, text or any other electronic medium, but excluding any provision for which the sole intended audience is one or more members of staff employed by a school, an Institution within the Further Education Sector or a 16–19 Academy.

“Regulated Activity”:

- (a) in relation to children, takes the definitions contained in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (as amended) and in Part 1 of Schedule 2 to The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (as amended); and
- (b) in relation to vulnerable adults, takes the definitions contained in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (as amended) and in Part 2 of Schedule 2 to The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (as amended).

“Relevant Student” means any person who is enrolled at a school, an Institution within the Further Education Sector or a 16–19 Academy, or who is otherwise deemed to be in receipt of education whether by virtue of provision made by a local authority or otherwise, and with whom Personnel are likely to directly interact, whether such interaction takes place in person or via such communication medium as may be appropriate to the nature of the Services.

“Safeguarding” takes the meaning given in “Keeping Children Safe in Education”. The term “safeguard” shall be construed accordingly.

“Safeguarding Incident” means any event which has:

- (a) caused harm or had the potential to cause harm to one or more Relevant Students, Young Children, children or vulnerable adults;
- (b) involved the abuse or maltreatment of one or more Relevant Students, Young Children, children or vulnerable adults;
- (c) involved a criminal offence being committed or potentially being committed against one or more Relevant Students, Young Children, children or vulnerable adults; or
- (d) resulted in a substantially elevated risk to the welfare of one or more Relevant Students, Young Children, children or vulnerable adults.

“Statutory Framework for the Early Years Foundation Stage”²⁸ means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Working Together to Safeguard Children” means the Government interagency statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Young Child” means a child during the period beginning with his/her birth and ending on 31 August next following the date on which he/she attains the age of five. **“Young Children”** shall be construed accordingly.

1.2 All other terms shall take the definitions contained in schedule 2.

2. SAFEGUARDING POLICY

2.1 The Contractor must ensure that it at all times has in place an effective and appropriate policy (**“Safeguarding Policy”**) in order to safeguard and promote the welfare of Relevant Students, Young Children, children and vulnerable adults with whom Personnel may come into contact or to whom Personnel may have access in the course of performance of the Contract. This shall specifically include provisions to:

- (a) promote a learning environment which is consistent with the provision of safe and effective care;
- (b) minimise the risk of harm to the welfare and development of Relevant Students, Young Children, children and vulnerable adults, including (but not limited to) their physical,

²⁸ <https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2>

- emotional and psychological welfare and development;
- (c) ensure the suitability of Personnel in accordance with clause 3 for the activities in which they are to be engaged, including provisions on when to obtain a criminal record certificate;
 - (d) ensure the appropriate conduct of Personnel;
 - (e) ensure that in the event that concerns are raised in relation to the welfare of one or more Relevant Students, children or vulnerable adults, appropriate action is taken in a timely manner to investigate this and, if appropriate, to redress this and minimise any further risk of harm, and to ensure escalation procedures are in place should this not be done; and
 - (f) ensure arrangements setting out processes for sharing information with practitioners and safeguarding partners and provide information on the role of the Designated Safeguarding Officer.
- 2.2 The Contractor must at all times ensure that it complies with the provisions of this schedule 9, with the provisions of Keeping Children Safe in Education, with the provisions of Working Together to Safeguard Children, with the provisions of Disqualification Under the Childcare Act 2006, with the provisions of the Early Years Safeguarding and Welfare Requirements and with such other legislative provisions and statutory guidance as may be deemed appropriate by:
- (a) the Contractor;
 - (b) the Secretary of State for Education; and/or
 - (c) Her Majesty's Chief Inspector of Education, Children's Services and Skills;
- in view of the functions to be performed under the Contract.
- 2.3 The Contractor must review and (if appropriate) update the Safeguarding Policy within the first month of each year of the Term, and additionally:
- (a) whenever the Secretary of State for Education publishes a revised version of Keeping Children Safe in Education, Working Together to Safeguard Children, Disqualification Under the Childcare Act 2006, or the Statutory Framework for the Early Years Foundation Stage;
 - (b) in the event of any change to the Services provided which has a material impact on the nature of the risks to Relevant Students' welfare or to the welfare of Young Children or children or vulnerable adults;
 - (c) in the event that the Contractor is made aware of any concerns regarding the adequacy and effectiveness of the Safeguarding Policy in meeting the aims detailed in clause 2.1; and
 - (d) following any Safeguarding Incident or alleged Safeguarding Incident.
- 2.4 The Contractor must, if requested to do so by DfE, make available a copy of the Safeguarding Policy for inspection. If, following this, DfE raises concerns about the arrangements contained within the Safeguarding Policy, the Contractor shall review and update the relevant provisions and resubmit the Safeguarding Policy to DfE for approval within 14 days. DfE may request such further iterative amendments as it deems appropriate to ensure compliance with the Contract and the relevant statutory requirements. If, following this, the Parties remain unable to reach agreement on the provisions of the Safeguarding Policy, either Party may refer the dispute to the dispute resolution procedure in clause 37 of schedule 2.
- 2.5 The Contractor must ensure that a copy of the Safeguarding Policy is made available upon request:
- (a) to Personnel; and
 - (b) to the Proprietors of schools, the governing bodies of Institutions within the Further Education Sector, local authorities and such other individuals and organisations as may have legitimate professional grounds to see it for the purpose of ensuring the welfare of Relevant Students, Young Children, children and vulnerable adults.
- 2.6 The Contractor must satisfy itself that any Sub-Contractor or agent engaged by it in connection with the performance of services under the Contract has in place measures which are compliant with the requirements of this schedule 9 with respect to those individuals employed or otherwise engaged by that Sub-Contractor or agent for the purpose of performing obligations under the Contract.
- 2.7 The Contractor must at all times ensure that it has a Designated Safeguarding Officer. The

Designated Safeguarding Officer shall be required to lead on implementing the Safeguarding Policy and act as the lead Safeguarding contact for the programme in all circumstances. The Contractor must ensure that an alternative reporting procedure is in place for any circumstances in which:

- (a) the Designated Safeguarding Officer is not available; or
- (b) any Safeguarding concerns relate to the conduct or behaviour of the Designated Safeguarding Officer or those with management responsibility for the Designated Safeguarding Officer.

3. ENSURING THE SUITABILITY OF STAFF ON APPOINTMENT

3.1 The Contractor shall have in place appropriate policies and procedures to establish safer recruitment practices, which minimise the risk of harm to Relevant Students and other children and vulnerable adults, and which ensure the suitability of Personnel who will administer and deliver the programme.

3.2 When appointing a Candidate to a post, the Contractor shall consider the range and nature of activities likely to be performed by the Candidate in the course of that Candidate's duties and shall ensure that it implements a system of Pre-Appointment Checks appropriate to that assessment. This shall, as a minimum, include:

- (a) in relation to any role in which an individual will be engaged in Regulated Activity or will be managing one or more other individuals who are engaged in Regulated Activity:
 - (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) obtaining an enhanced criminal record certificate, which must have been issued by the Disclosure and Barring Service not more than three months before the Candidate is due to commence employment or other direct engagement in the role for which the Candidate is being considered; and, where that certificate contains information pertaining to the Candidate's history, consideration of the impact (if any) of that information on the suitability of the individual to carry out the responsibilities of the role for which that individual is under consideration;
 - (iv) establishing that the Candidate is not barred from engaging in Regulated Activity relating to children and/or vulnerable adults as appropriate to the role for which the Candidate is under consideration (i.e. subject to a "Disclosure and Barring Service Bar");
 - (v) establishing that:
 - (a) the Candidate is not subject to any direction, prohibition or restriction issued by the General Teaching Council for England, the General Teaching Council for Scotland, the Education Workforce Council, the General Teaching Council for Northern Ireland or any predecessor body that would prevent that Candidate from taking up the position for which that individual is being considered; and
 - (b) for any Candidate to be employed in a teaching position, that the Candidate is not subject to a prohibition order or interim prohibition order issued by the Secretary of State for Education and which would prevent that Candidate from taking up the position for which that individual is being considered;
 - (vi) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
 - (vii) obtaining at least two references, one of which should be from the Candidate's most recent employment. Where the Candidate has worked in more than two employments in the preceding two years, such additional references should be sought as are necessary to cover the whole of that period. References must be obtained directly from the referee, expected to be a senior person with appropriate authority. Open references should only be accepted where the full content of the reference can be verified by the referee. References obtained via email must be sent from a verifiable

email address. Any issues of concern arising from references should be explored further with the referee and, where necessary, discussed with the Candidate;

- (viii) scrutinising the Candidate's employment history in the ten years preceding the application and investigating any inconsistencies or unexplained gaps. To help identify any non-disclosed employment, the Contractor should seek to verify from the Candidate's most recent employer the Candidate's reason for leaving that employment;
 - (ix) where the Candidate has previously been resident outside the United Kingdom, applying for, and obtaining, criminal records checks or 'Certificates of Good Character' to enable any non-UK criminal record-related information to be identified.²⁹ Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Contractor must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer;
 - (x) where the Candidate will be deployed in the provision of Childcare, or will be directly concerned in the management of such provision, establishing that the Candidate is not Disqualified from Registration; and
 - (xi) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the person to work with Relevant Students, Young Children, children and/or vulnerable adults;
- (b) in relation to any role in which an individual will have access to the Personal Data of one or more Relevant Students, Young Children, children or vulnerable adults or will be managing one or more other individuals who have access to such Personal Data:
- (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) obtaining a basic criminal record certificate; and, where that certificate contains information pertaining to the Candidate's history, consideration of the impact (if any) of that information on the suitability of the individual to carry out the responsibilities of the role for which that individual is under consideration;
 - (iv) establishing whether the Candidate is:
 - (a) subject to any direction, prohibition or restriction issued by the General Teaching Council for England, the General Teaching Council for Scotland, the Education Workforce Council, the General Teaching Council for Northern Ireland or any predecessor body; or
 - (b) prohibited (by prohibition order or interim prohibition order) from teaching by the Secretary of State for Education.
- Whilst these sanctions will not themselves prevent the person from being appointed, the Contractor will need to determine whether the circumstances that led to the 'sanction' are relevant to the Candidate's suitability for the role for which that individual is under consideration;
- (v) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
 - (vi) obtaining at least two references, one of which should be from the Candidate's most recent employment. References must be obtained directly from the referee, expected to be a senior person with appropriate authority. Open references should only be accepted where the full content of the reference can be verified by the referee. References obtained via email must be sent from a verifiable email address. Any

²⁹ The Home Office's application process guidance provides advice on the processes to be followed to obtain such information. This can be found online at <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

issues of concern arising from references should be explored further with the referee and, where necessary, discussed with the Candidate;

- (vii) scrutinising the Candidate's employment history and investigating any inconsistencies or unexplained gaps. To help identify any non-disclosed employment, the Contractor should seek to verify from the Candidate's most recent employer the Candidate's reason for leaving that employment;
 - (viii) where the Candidate has previously been resident outside the United Kingdom, applying for, and obtaining, criminal records checks or 'Certificates of Good Character' to enable any non-UK criminal record-related information to be identified.³⁰ Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Contractor must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer; and
 - (ix) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the person to undertake the duties of the role;
- (c) in relation to any role which falls outside the scope of subclauses 3.2(a) and 3.2(b):
- (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
 - (iv) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the Candidate to undertake the duties of the role.

3.3 In determining the suitability of an individual to carry out a role, the Contractor shall ensure that it does not take into consideration any conviction which is a Non-Relevant Conviction, including any conviction which does not appear on any Disclosure and Barring Service Certificate obtained by the Contractor in accordance with subclause 3.2(a)(iii) or 3.2(b)(iii) as appropriate to the role for which the individual's suitability is being considered.

3.4 The Contractor shall ensure that, before carrying out the Pre-Appointment Checks, it makes clear to the Candidate the range and nature of the Pre-Appointment Checks which it intends to carry out.

3.5 The Contractor shall ensure that no Candidate is engaged in duties which fall within the scope of subclauses 3.2(a) and 3.2(b) unless and until all relevant Pre-Appointment Checks have been completed and the suitability of the Candidate to undertake such duties has been assured.

3.6 In the event that:

- (a) a Candidate has previously been resident outside the United Kingdom; and
- (b) in the case of a role which falls within the scope of subclause 3.2(a), all relevant Pre-Appointment Checks with the exception of those for which provision is made under subclause 3.2(a)(ix) have been completed to the Contractor's satisfaction and have not given rise to concerns about the Candidate's suitability for employment or to undertake the duties of the role for which the Candidate is being considered; or
- (c) in the case of a role which falls within the scope of subclause 3.2(b), all relevant Pre-Appointment Checks with the exception of those for which provision is made under subclause 3.2(b)(viii) have been completed to the Contractor's satisfaction and have not given rise to concerns about the Candidate's suitability for employment or to undertake the duties of the role for which the Candidate is being considered; and
- (d) the Contractor has made all reasonable endeavours to obtain the information specified under subclause 3.2(a)(ix) or 3.2(b)(viii), but has been unable to do so prior to the commencement

³⁰ The Home Office's application process guidance provides advice on the processes to be followed to obtain such information. This can be found online at <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

of the Candidate's employment; and

- (e) the Contractor has undertaken an assessment of the risks which the Candidate could present to Relevant Students, children and vulnerable adults in the course of that Candidate's duties and considered any additional safeguards which may be appropriate in order to mitigate those risks;

the Contractor may, at its discretion, choose to disapply clause 3.5 with respect to that Candidate until such time as the checks for which provision is made under subclause 3.2(a)(ix) or subclause 3.2(b)(viii) have been completed, subject to any additional safeguards identified under subclause 3.6(e) having been implemented for the period during which clause 3.5 is disappplied.

- 3.7 The Contractor shall require all Personnel employed or directly engaged by it and who are to be engaged in duties falling within the scope of subclauses 3.2(a) or 3.2(b) to register with the Disclosure and Barring Service Update Service upon appointment. Except in the circumstances for which provision is made in clause 4.2, this requirement shall not apply to any Personnel already employed or otherwise directly engaged by the Contractor prior to the Effective Date for so long as that employment or other direct engagement continues without interruption.

- 3.8 The Contractor shall ensure that it informs all Personnel employed or directly engaged by it and who:

- (a) are deployed, or are likely to be deployed, in the provision of Childcare; or
- (b) are directly concerned with, or are likely to be directly concerned with, the management of the provision of Childcare;

that they will be committing an offence if they do so and they are disqualified from registration under The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, and that they must immediately inform the Contractor in the event that their circumstances change in such a way as would result in them being disqualified from registration under those regulations.

- 3.9 Subject to the requirements of the DPA and the GDPR, the Contractor shall keep written records:

- (a) confirming which Pre-Appointment Checks have been undertaken in relation to which Personnel and the date on which those checks were carried out;
- (b) of all decisions made on the suitability of Personnel for employment or to undertake the duties of the role for which those Personnel were Candidates, including the names and positions of those by whom the decisions were made and approved;
- (c) of all instances where in accordance with clause 3.6, it is determined that a Candidate previously resident outside the United Kingdom may commence duties within the scope of clause 3.2(a) or 3.2(b) prior to completion of the checks provided for in subclause 3.2(a)(ix) or 3.2(b)(viii); and
- (d) confirming in relation to which Personnel it has issued information in accordance with clause 3.8, and the date on which that information was issued.

- 3.10 If requested to do so by DfE, the Contractor shall submit copies of records retained in accordance with clause 3.9 to DfE for inspection within a period not exceeding 5 Business Days following receipt of such a request.

- 3.11 DfE undertakes that any information disclosed to it following a request under clause 3.10:

- (a) shall be used solely for the purpose of ensuring the Contractor's compliance with relevant legal requirements and with the provisions of the Contract; and
- (b) shall be handled securely whilst in DfE's possession and disclosed only to those employees of DfE who have a legitimate need to inspect the information for the purpose of undertaking the duties outlined in subclause 3.11(a); and
- (c) shall be returned to the Contractor or securely destroyed when no longer required.

4. ONGOING DUE DILIGENCE

- 4.1 Where an individual is registered with the Disclosure and Barring Service Update Service in

accordance with clause 3.7, the Contractor shall:

- (a) seek that individual's permission to utilise the Disclosure and Barring Service Update Service to regularly check that individual's Disclosure and Barring Service record for details of convictions;
- (b) agree with that individual the frequency with which such checks shall be carried out;
- (c) implement procedures to ensure that it conducts such checks according to the frequency agreed with the individual in accordance with subclause 4.1(b);
- (d) in the event that the individual is to resume Regulated Activity or the management of one or more other individuals engaged in Regulated Activity following a period in excess of three months during which that individual has not been engaged in such activity or the management of such activity, seek that individual's consent for and conduct an additional check of that individual's Disclosure and Barring Service record regardless of whether or not such a check is foreseen under the schedule agreed in accordance with subclause 4.1(b), prior to the resumption of the individual's engagement in Regulated Activity or the management thereof; and

4.2 In the event that:

- (a) the Contractor becomes aware or reasonably believes that the circumstances of an individual who is employed or otherwise directly engaged by it have changed in such a way as could affect that individual's suitability to perform the duties for which that individual is engaged;
- (b) the Contractor becomes aware or reasonably believes that the circumstances of an individual who is employed or otherwise directly engaged by it are substantially different from what it previously understood that individual's circumstances to be, and that that individual's circumstances differ from its previous understanding in such a way as might have affected its decision regarding the individual's suitability to perform the duties for which that individual is engaged;
- (c) an individual employed or otherwise directly engaged by the Contractor but who is not currently engaged in Regulated Activity or the management of other individuals who are engaged in Regulated Activity, is to transfer to a role in which that individual is to undertake Regulated Activity or the management of other individuals who are engaged in Regulated Activity;
- (d) an individual employed or otherwise directly engaged by the Contractor but who is not currently deployed in the provision of Childcare or directly concerned with the management of Childcare, is to transfer to a role in which that individual is to be deployed in the provision of Childcare or directly concerned with the management of Childcare;
- (e) an individual employed or otherwise directly engaged by the Contractor but who is not currently engaged in Regulated Activity or the management of others who are engaged in Regulated Activity and does not currently have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or manage others who have access to such Personal Data, is to transfer to a role in which that individual will have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or will be engaged in the management of one or more individuals with access to such Personal Data;
- (f) an individual who is not registered with the Disclosure and Barring Service Update Service is to resume Regulated Activity or the management of one or more other individuals engaged in Regulated Activity following a period in excess of three months during which that individual has not been engaged in such activity or the management of such activity; or
- (g) an individual who is not registered with the Disclosure and Barring Service Update Service is to resume duties in which he or she will have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or will manage others who have access to such Personal Data following a period in excess of three months during which that individual has not been engaged in such duties or the management of individuals engaged in such duties;

the Contractor shall perform or repeat such Pre-Appointment Checks as may be necessary to enable it to reach a decision regarding the suitability of the individual to perform the duties of that individual's role or intended role; and shall ensure that the individual is not engaged in the

performance of the duties for which it is necessary to reassess that individual's suitability unless and until the Contractor has satisfied itself of the individual's suitability to perform those duties.

- 4.3 The Contractor undertakes that, where an individual employed or otherwise directly engaged by it is required to visit the premises of a school, an Institution within the Further Education Sector or a 16–19 Academy in the course of that individual's duties, and it is likely that that individual will during the course of that visit come into direct contact with one or more Relevant Students, children or vulnerable adults, it shall:
- (a) provide in writing to the school, Institution within the Further Education Sector or 16–19 Academy:
 - (i) confirmation of whether the Pre-Appointment Checks in subclauses 3.2(a)(i)–3.2(a)(xi) have been carried out with respect to that individual; and
 - (ii) confirmation that the information returned by the Pre-Appointment Checks has been considered and that the individual has been judged to be suitable to work with children or vulnerable adults (as the case may be); and
 - (iii) the name and contact details of the Designated Safeguarding Officer; and
 - (iv) in the event that the individual will, whilst on the premises of the school, Institution within the Further Education Sector or 16–19 Academy, be employed or otherwise engaged in the provision of Childcare or directly concerned with the management of such provision:
 - (a) confirmation that the individual is not Disqualified from Registration; and
 - (b) confirmation that the individual has been informed that:
 - (i) if he or she is disqualified from registration under The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, he or she will be committing an offence if he or she is deployed to work in Childcare or directly concerned with the management of such provision; and
 - (ii) he or she must immediately inform the Contractor in the event that his or her circumstances change in such a way as would result in him or her being disqualified from registration under The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.
 - (b) arrange for the individual to provide to the school, Institution within the Further Education Sector or 16–19 Academy:
 - (i) adequate proof of that individual's identity; and
 - (ii) where the individual is to visit the premises of a Maintained School and the individual's Disclosure and Barring Service Certificate contains information pertaining to that individual's history, a copy of that certificate; or
 - (iii) where the individual is to visit the premises of an Independent School, a Non-Maintained Special School, or a 16–19 Academy, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; or
 - (iv) where the individual is to visit the premises of an Institution within the Further Education Sector and that individual will be regularly caring for, training, supervising or being solely in charge of persons aged under 18, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; and
 - (c) in the event that the school, Institution within the Further Education Sector or 16–19 Academy has concerns about the suitability of the individual to perform the duties for which that individual is to be engaged whilst on the premises of that school, Institution within the Further Education Sector or 16–19 Academy, use all reasonable endeavours to make provision for those duties to be performed by another individual to whom the school, Institution within the Further Education Sector or 16–19 Academy does not so object.

- 4.4 The Contractor undertakes that, where an individual employed or otherwise directly engaged by it

is required to provide Real-Time Online Tuition in the course of that individual's duties, it shall:

- (a) ensure that the individual's consent is obtained to monitor and record that individual's direct interaction with Relevant Students where this interaction takes place remotely;
- (b) implement arrangements to ensure that real-time direct interaction between the individual and Relevant Students and which takes place remotely is monitored in a way which is suitable for identifying Safeguarding Incidents, including random sampling of not less than one session of Real-Time Online Tuition for every 14 such sessions delivered as part of the Services;
- (c) implement arrangements to ensure that any real-time direct interaction between the individual and Relevant Students is recorded and that these records are retained for a minimum of 90 days, or longer if required for the purpose of investigating a Safeguarding Incident or alleged Safeguarding Incident; and
- (d) where Real-Time Online Tuition is provided for or on behalf of a school, an Institution within the Further Education Sector or a 16–19 Academy:
 - (i) provide in writing to the school or Institution within the Further Education Sector or 16–19 Academy:
 - (a) a list of the Pre-Appointment Checks which have been carried out with respect to that individual; and
 - (b) confirmation that the information returned by the Pre-Appointment Checks has been considered and that the individual has been judged to be suitable to work with children or vulnerable adults (as the case may be); and
 - (ii) arrange for the individual to provide to the school, an Institution within the Further Education Sector or 16–19 Academy:
 - (a) adequate proof of that individual's identity; and
 - (b) where the individual is to provide Real-Time Online Tuition on behalf of a Maintained School and the individual's Disclosure and Barring Service Certificate contains information pertaining to that individual's history, a copy of that certificate; or
 - (c) where the individual is to provide Real-Time Online Tuition on behalf of an Independent School or a Non-Maintained Special School or a 16–19 Academy, a copy of the individual's Disclosure and Barring Service Certificate;
 - (d) where the individual is to provide Real-Time Online Tuition on behalf of an Institution within the Further Education Sector and that individual will be regularly caring for, training, supervising or being solely in charge of persons aged under 18, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; and
 - (iii) in the event that the school, Institution within the Further Education Sector or 16–19 Academy has concerns about the suitability of the individual to deliver Real-Time Online Tuition to students enrolled at that school, Institution within the Further Education Sector or 16–19 Academy, use all reasonable endeavours to make provision for those duties to be performed with respect to those students by another individual to whom the school, Institution within the Further Education Sector or 16–19 Academy does not so object.

5. ADDRESSING SAFEGUARDING CONCERNS

- 5.1 The Contractor shall have in place procedures for managing allegations that might indicate an individual employed or otherwise directly engaged by it would pose a risk of harm if that individual continued to work in regular contact with Relevant Students, children and/or vulnerable adults.
- 5.2 Where an allegation indicates an individual employed or otherwise directly engaged by Contractor might pose a risk of harm if that individual continues to work in regular or close contact with children or vulnerable adults, the Contractor must immediately inform:
 - (a) the schools, Institutions within the Further Education Sector and 16–19 Academies at which any Relevant Students, children or vulnerable adults who may have been harmed by that

individual are enrolled, in order that appropriate support for those Relevant Students, children or vulnerable adults can be implemented in a timely manner; and

- (b) the designated officer(s) at the relevant local authority, so that the designated officer can consult police and children's social care services as appropriate.

The Contractor shall afford to the designated officer(s) all reasonable assistance in considering the nature, content and context of the allegation and agreeing a course of action and shall undertake to comply with any direction issued by the designated officer(s).

- 5.3 Where the Contractor dismisses or ceases to use the services of an individual who has been engaging in teaching work, because of serious misconduct, or might have dismissed that individual or ceased to use that individual's services had that individual not left first, it must consider whether to refer the case to the Secretary of State for Education, as required by section 141E of the Education Act 2002.

- 5.4 The Contractor must refer to the Disclosure and Barring Service any individual:

- (a) who is or has recently been employed or otherwise directly engaged by the Contractor; and
 - (i) who has harmed, or poses a risk of harm, to a child or vulnerable adult;
 - (ii) who satisfies the Harm Test;
 - (iii) who has received a caution or conviction for a relevant offence; or
 - (iv) who there is reason to believe has been cautioned for or convicted of a relevant barred-list offence;
- (b) if that individual:
 - (i) has been removed from engaging in Regulated Activity or has been moved to another area of work that is not Regulated Activity; or
 - (ii) would have been removed from engaging in Regulated Activity had they not, for example, been re-deployed, resigned, retired or left.

- 5.5 The Contractor shall additionally have in place adequate procedures for:

- (a) recording any disclosure of abuse which may be made to a member of Personnel by a Relevant Student or other child or vulnerable adult, but which does not relate to the conduct or behaviour of Personnel; and
- (b) ensuring that any such disclosure is reported to the designated officer(s) at the relevant local authority, and such other body or authority as may be appropriate in the circumstances.

Schedule 10: Data Systems, Handling and Security

1. DEFINITIONS AND INTERPRETATION

1.1 In this schedule, the following expressions have the following meanings, unless inconsistent with the context:

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Controller”, “Processor”, “Data Subject”, “Personal Data Breach”, “Data Protection Officer”	shall have the meanings given in the GDPR;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);
“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 and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract; and
“Sub-Processor”	means any third party appointed to process Personal Data on behalf of the Processor related to the Contract.

1.2 All other terms shall take the definitions contained in schedule 2.

2. DATA PROTECTION PROVISIONS

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DfE is the Controller and the Contractor is the Processor unless otherwise specified in schedule 10 Annex 2. The only processing that the Processor is authorised to do is listed in schedule 10 Annex 2 by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with schedule 10 Annex 2, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event and which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 2 to this schedule 10);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the United Kingdom or the European Union unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to clause 2.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under clause 2.5 shall include the provision of further information to the Controller in phases, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.
- 2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Sub-Processor to process any Personal Data related to this Contract, the

Processor must:

- (a) notify the Controller in writing of the intended Sub-Processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this clause 2 such that they apply to the Sub-Processor; and
- (d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any Sub-Processor.

2.13 The Controller may, at any time on not less than 30 Business Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Business Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SCHEDULE 10 ANNEX 1: DfE Security Standards

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>is a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard.</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is NCSC’s approach to assessing the services provided by consultancies and confirming that they meet NCSC’s standards. This approach builds on the strength of CESG Listed Adviser Scheme (CLAS) and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and is building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional</p>
<p>“CC” “Common Criteria”</p>	<p>The Common Criteria scheme provides assurance that a developer’s claims about the security features of its product are valid and have been independently tested against recognised criteria.</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link</p>

	below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Sensitive Personal Data”</p> <p>“Data Subject”, “Process” and “Processing”</p>	shall have the meanings given to those terms by the Data Protection Act 2018, the GDPR, the LED and any applicable national implementing Laws as amended from time to time, and all applicable Law about the processing of personal data and privacy.
<p>“Department’s Data”</p> <p>“Department’s Information”</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p style="padding-left: 40px;">(i) supplied to the Contractor by or on behalf of the Department; or</p> <p style="padding-left: 40px;">(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller.</p>
<p>“DfE”</p> <p>“Department”</p>	means the Department for Education
“Departmental Security Standards”	means the Department’s security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
“Digital Marketplace / GCloud”	The Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.
“FIPS 140-2”	is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.

<p>“Good Industry Practice” “Industry Good Practice”</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“Good Industry Standard” “Industry Good Standard”</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“GSC” “GSCP”</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications.</p>
<p>“HMG”</p>	<p>means Her Majesty’s Government.</p>
<p>“ICT”</p>	<p>means information and communications technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution.</p>
<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements.</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity.</p>
<p>“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”</p>	<p>means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.</p>
<p>“Need-to-Know”</p>	<p>the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>
<p>“NCSC”</p>	<p>The National Cyber Security Centre (NCSC), formerly CESG, is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk.</p>

<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>The term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>The ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.</p>
<p>“Secure Sanitisation”</p>	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 – Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media.</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction.</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. It is published online at: https://www.gov.uk/government/publications/security-policy-framework</p>
<p>“Tailored Assurance”</p>	<p>is an ‘information assurance scheme’ which provides</p>

[formerly called “CTAS”, or, “CESG Tailored Assurance”]	assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. Further details are available online at https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology
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1.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

- (Guidance: Providers on the HMG Digital Marketplace / GCloud or Public Service Network (PSN) that have demonstrated compliance, as part of their scheme application, to the relevant scheme’s security framework, such as the HMG Cloud Security Principles for the HMG Digital Marketplace / GCloud, may on presentation of suitable evidence of compliance be excused from compliance to similar clauses within DfE Security Clauses detailed in this section (Section 1).)

1.2 Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification, Action Note 09/14 dated 25 May 2016 (<https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification>), or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.

(Guidance: Details of the acceptable forms of equivalence are stated at Section 9 of Annex A of the [Action Note 09/14](#) 25 May 2016).

(Guidance: The Department’s expectation is that the certification scope will be relevant to the services supplied to, or on behalf of, the Department. However, where a contractor or (sub) contractor is able to evidence a valid exception or certification to an equivalent recognised scheme or standard, such as ISO 27001, then certification under the Cyber Essentials scheme could be waived and this clause may be removed. Changes to the Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016 will be tracked by DfE)

(Guidance: The terms OFFICIAL and OFFICIAL-SENSITIVE are taken from the Government Security Classification Policy (GSCP). The Department’s expectations are that all contractors shall handle the Department’s information in a manner compliant with the GSCP – see 1.4 below. Details of the GSCP can be found on the GOV.UK website at: <https://www.gov.uk/government/publications/government-security-classifications>.)

1.3 The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

(Guidance: The Department’s expectation is that suppliers demonstrating conformance to ISO/IEC 27001 will be able to provide the Department with copies of their Scope of Conformance and Statement of Applicability.)

1.4 The Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

(Guidance: The Department’s expectation is that suppliers claiming certification to ISO/IEC 27001 shall provide the Department with copies of their Scope of Certification, Statement of Applicability and a valid ISO/IEC 27001 Certificate issued by an authorised certification body. Where the provider is an SME that has a valid Cyber Essentials certification then certification under the

ISO/IEC 27001 scheme could be waived and this clause may be removed.)

- 1.5 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

(Guidance: The Department's expectations are that all contractors shall handle the Department's information in a manner compliant with the GSCP. Details of the GSCP can be found on the GOV.UK website at: <https://www.gov.uk/government/publications/government-security-classifications>.)

(Guidance: Compliance with the GSCP removes the requirement for the department to issue a Security Aspects Letter (SAL) to the contractor).

- 1.6 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with clause 1.15.

(Guidance: Advice on HMG secure sanitisation policy and approved methods are described at <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

- 1.7 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas.

(Guidance: Where the contractor's and sub-contractor services are wholly carried out within Departmental premises and all access to buildings or ICT systems is managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)

- 1.8 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

(Guidance: Where the contractor's and sub-contractor services are wholly carried out within Departmental premises and all access to buildings or ICT systems is managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)

- 1.9 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.

(Guidance: Where the contractor's and sub-contractor services are wholly carried out using Departmental ICT resources or locations managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)

- 1.10 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and courier systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.

(Guidance: The terms "public space" and "cyberspace" are used to describe the internet and any commercially provided third party network used to transmit Departmental information. Even where the contractor's and sub-contractor services are wholly carried out using Departmental ICT resources managed directly by the Department as part of the service, if there is still the possibility of emails being sent to external addresses, this clause should be included.)

- 1.11 Storage of Departmental Data on any portable devices or media shall be limited to the absolute

minimum required to deliver the stated business requirement and shall be subject to clause 1.11 and 1.12 below.

- 1.12 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the Contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.

(Guidance: Where the use of removable media as described at clause 1.10 above is either prohibited or not required in order to deliver the service this clause shall be revised as follows: - 'The use of removable media in any form is not permitted'.)

- 1.13 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the Contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.

(Guidance: Where there is no suitable FIPS140-2 encryption product available to provide the necessary full-disk encryption, the Department shall agree a suitable alternative product that meets 'industry good practice' in this area with the contractor or sub-contractor. Where the contractor's and sub-contractor services are wholly carried out using Departmental ICT resources managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)

- 1.14 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

(Guidance: The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".)

(Guidance: Further advice on appropriate destruction and disposal methods for physical and hardcopy documents can be found at: <https://www.cpni.gov.uk/secure-destruction>)

- 1.15 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

(Guidance: The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when travelling outside of official premises or buildings).

- 1.16 At the end of the Contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractors shall protect the Department's information and data until the time, which may be long after the end of the Contract, when it can be securely cleansed or destroyed.

(Guidance: Where no departmental information or data shall be held by the Contractor or sub-contractor, in either physical or logical form this clause may be removed.)

(Guidance: Where there is no acceptable secure sanitisation method available for a piece of equipment, or it is not possible to sanitise the equipment due to an irrecoverable technical defect, the storage media involved shall be destroyed using an HMG approved method described at <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>.)

(Guidance: Further advice on appropriate destruction and disposal methods for physical and hardcopy documents can be found at: <https://www.cpni.gov.uk/secure-destruction>)

(Guidance: The term 'accounted for' means that assets and documents retained, disposed of or destroyed should be listed and provided to the department as proof of compliance to this clause.)

- 1.17 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need to know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.

(Guidance: Further details of the requirements for HMG BPSS clearance are available on the website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>)

(Guidance: Further details of the requirements for National Security Vetting, if deemed necessary for this contract are available at: <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

- 1.18 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.

- 1.19 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

(Guidance: The business continuity and disaster recovery plans should be aligned with industry good practice and it is the Department's expectation that all vendors providing services or infrastructure to the Department will have plans that are aligned to the ISO 22301 standard in place. Further information on the requirements of ISO 22301 may be found in the standard.)

- 1.20 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.

(Guidance: The Department's expectation is that any suspected or actual breach of the confidentiality, integrity or availability of the Department's Data, or non-compliances, shall be reported as incidents through the Department's nominated system or service owner and investigated by the vendor with outcomes being notified to the Department.)

- 1.21 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

(Guidance: Further information on IT Health Checks and the NCSC CHECK Scheme which enables penetration testing by NCSC approved companies can be found on the NCSC website at: <https://www.ncsc.gov.uk/scheme/penetration-testing>.)

- 1.22 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractors will not go ahead with any such proposal without the prior written agreement from the Department.

(Guidance: The offshoring of HMG information outside of the UK is subject to approval by the Departmental SIRO.

- 1.23 The Department reserves the right to audit the Contractor or sub-contractors providing the service

within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.

- 1.24 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.25 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. The Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractors' security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

(Guidance: It is Departmental policy that suppliers of business services shall provide evidence of an acceptable level of security assurance concerning their organisation. Further advice and guidance on the Department's DSAM and BSAM processes can be supplied on request. Information about the HMG Supplier Assurance Framework can be found at: <https://www.gov.uk/government/publications/government-supplier-assurance-framework>

(Guidance: Further information on the CCP and CCSC roles described above can be found on the NCSC website at: <https://www.ncsc.gov.uk/scheme/certified-professional> and <https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy>)

SCHEDULE 10 ANNEX 2: Processing, Personal Data and Data Subjects

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

- 1 The contact details of the Controller's Data Protection Officer are: NAME AND EMAIL REDACTED.
Department for Education, 2 Rivergate, Bristol, BS1 6EW
- 2 The contact details of the Processor's Data Protection Officer are: Data Protection Officer, Tribal, Kings Orchard, One Queen Street, Bristol, BS2 0HQ. NAME AND EMAIL REDACTED.
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, DfE is the Controller and the Contractor is the Processor in accordance with clause 2.1 of schedule 10.
Subject matter of the processing	The Maths Hubs programme is a national project in England to support mathematics education, which the National Mathematics Centre, under the name of National Centre for Excellence in the Teaching of Mathematics (NCETM) coordinates. NCETM will engage with early years settings, schools, colleges, teachers (including all other education professionals working in Early Years settings, schools and colleges), students, and other organisations in undertaking its work. Data, including personal data, will be processed across all Maths Hubs activities. Data collection is needed for the Processor to effectively deliver the services it is contracted to provide.
Duration of the processing	<p>Tribal Group plc (NCETM) data retention policies and practices will conform to legal and statutory obligations as set out in schedule 3 and schedule 10 of this Contract.</p> <p>The longest data will be processed for is the lifetime of the NMC/NCETM Contract plus 6 months, unless there is any statutory/legal requirement for a longer timeframe or where the Contract is renewed through a competitive tender. For example, HMRC require payroll records to be kept for 3 years from the end of the tax year to which they relate for those who leave an organisation.</p> <p>The Contract with NMC/NCETM is from 1 July 2019 to 31 August 2022. Should the Contract be extended, then the duration of the processing would be extended accordingly.</p>

<p>Nature and purposes of the processing</p>	<p>The wide ranging work of the Maths Hubs programme means the nature of processing will involve many aspects, including:</p> <p>Collection; recording; organisation; structuring; storage; adaptation or alteration; retrieval; consultation; use; disclosure by transmission; dissemination or otherwise making available; alignment or combination; restriction; and erasure or destruction of data.</p> <p>The purpose of processing within the context of the Maths Hubs programme includes:</p> <p>Employment processing; statutory obligation; recruitment assessment; bill payment; marketing; dissemination of Maths hub or related maths education information; registration/subscription; delivery of training or CPD activity; hub coordination; evaluation; crime prevention; performance management; and reporting.</p>
<p>Type of Personal Data</p>	<p>Many types of personal data will be collected during Maths Hubs programme activities. These shall include:</p> <p>Name, address, teacher reference number, date of birth, National Insurance number, telephone number, email address, education and employment details/history, qualifications, bank details, pay and pension (including tax details), medical, membership details, convictions, images, school and student identification numbers, photo proof of identification, emergency contact details for staff, Disclosure and Barring Service records.</p>
<p>Categories of Data Subject</p>	<p>The work of the Maths Hub programme (including NMC/NCETM) will involve a number of categories of data subject, namely:</p> <p>Staff (including volunteers and associates), customers/clients/sub-contractors, suppliers, schools, pupils/students (including children and vulnerable adults), teachers and other education professionals working in early years settings, schools and colleges, members of the public, complainants and enquirers, representatives of other organisations, individuals captured by closed-circuit television images, users of NCETM websites.</p>
<p>Plan for return and destruction of the data</p> <p>once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will not be kept any longer than is necessary, but will be held for as long as required by any statutory/legal requirement.</p> <p>Data that has been specifically collected and consent given in relation to Maths Hub and NMC/NCETM activities will be returned or destroyed within 6 months of the Contract with NCETM being complete, as appropriate to its purpose for collection. This will be done using industry standard measures, that is, electronic erasure and correct destruction of physical copies.</p>

Schedule 11: Commercially Sensitive Information

For the purpose of the Contract, Commercially Sensitive Information shall be deemed to comprise:

1. The structure and cost breakdown of the commercial offer (but not the overall price) as outlined in schedule 3.
2. Information relating to existing customers
3. Names and personal data in relation to our team members
4. Contractor solution as outlined in schedule 14 including annexes
5. Implementation and delivery plans as outlined in schedules 5 and 6

Schedule 12: DfE Trade Marks, Crown Copyright and Intellectual Property Right Assets

For the purpose of the Contract, DfE Trade Marks shall be deemed to include, but not limited to:

1. The trading name of “National Centre for Excellence in the Teaching of Mathematics”, also known as under the acronym “NCETM”.



2. The NCETM logo,
3. “@NCETM” Twitter Account: <https://twitter.com/ncetm>
4. Facebook account “National Centre for Excellence in the Teaching of Mathematics – NCETM”: <https://www.facebook.com/ncetm/>
5. “NCETM” Youtube Channel: <https://www.youtube.com/channel/UCVb98bWNqEmk02R7enUrmFA>
6. “The NCETM Maths Podcast” Podcast Channel: <https://ncetm.podbean.com/>
7. The trading name of “Maths Hubs”
8. “@MathsHubs” twitter account: <https://twitter.com/MathsHubs>
9. Domain name for “<http://www.mathshubs.org.uk/>”



10. The Maths Hub logo

Schedule 13: TUPE

TUPE TRANSFER ON COMMENCEMENT OF THE SERVICES

1. As a result of the operation of TUPE, the contract of employment between the Former Contractor and the Transferring Former Contractor Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of TUPE) shall have effect on and from the Relevant Transfer Date as if originally made between the Contractor and/or any Sub-Contractor and each such Transferring Former Contractor Employee.
2. DfE shall procure that each Former Contractor shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect of all the Transferring Former Contractor Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE Deductions, NICs and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Contractor shall make, and DfE shall procure that each Former Contractor makes, any necessary apportionments in respect of any periodic payments.
3. Subject to clause 4, DfE shall procure that each Former Contractor shall indemnify the Contractor and any Sub-Contractor against any Employment Liabilities in respect of any Transferring Former Contractor Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
 - 3.1 any act or omission by the Former Contractor arising before the Relevant Transfer Date;
 - 3.2 the breach or non-observance by the Former Contractor arising before the Relevant Transfer Date of:
 - 3.2.1 any collective agreement applicable to the Transferring Former Contractor Employees; and/or
 - 3.2.2 any custom or practice in respect of any Transferring Former Contractor Employees which the Former Contractor is contractually bound to honour;
 - 3.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE Deductions and primary and secondary NICs:
 - 3.3.1 in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - 3.3.2 in relation to any employee who is not a Transferring Former Contractor Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Contractor to the Contractor and/or any Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 3.4 a failure of the Former Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE Deductions and NICs relating to the Transferring Former Contractor Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 3.5 any claim made by or in respect of any person employed or formerly employed by the Former Contractor other than a Transferring Former Contractor Employee for whom it is alleged the Contractor and/or any Sub-Contractor as appropriate may be liable by virtue of this Contract and/or TUPE;
 - 3.6 any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Contractor Employee relating to any act or omission of the Former Contractor in relation to

its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Contractor or any Sub-Contractor to comply with regulation 13(4) of TUPE.

4. The indemnities in clause 3 of this schedule, shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Contractor or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employment Liabilities:
 - 4.1 arising out of the resignation of any Transferring Former Contractor Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Contractor or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 4.2 arising from the failure by the Contractor and/or any Sub-Contractor to comply with its obligations under TUPE.
5. If any person who is not identified by the Former Contractor as a Transferring Former Contractor Employee claims, or it is determined in relation to any person who is not identified as a Transferring Former Contractor Employee, that his/her contract of employment has been transferred from a Former Contractor to the Contractor and/or any Sub-Contractor pursuant to TUPE then:
 - 5.1 the Contractor shall, or shall procure that the Sub-Contractor shall, within five Business Days of becoming aware of that fact, give notice in writing to DfE and, where required by DfE, to the Former Contractor;
 - 5.2 the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Contractor and/or the Sub-Contractor or take such other reasonable steps as the Former Contractor considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
6. If an offer referred to in clause 5 of this schedule and its sub clauses, is accepted, or if the situation has otherwise been resolved by the Former Contractor and/or DfE, the Contractor shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
7. If by the end of the 15 Business Day period specified in clause 5 of this schedule and its subclauses:
 - 7.1 no such offer of employment has been made;
 - 7.2 such offer has been made but not accepted; or
 - 7.3 the situation has not otherwise been resolved,the Contractor and/or any Sub-Contractor may within five Business Days give notice to terminate the employment or alleged employment of such person.
8. Subject to the Contractor and/or any Sub-Contractor acting in accordance with the provisions of clause 5 to clause 7 and in accordance with all applicable proper employment procedures set out in Law, DfE shall procure that the Former Contractor indemnifies the Contractor and/or any Sub-Contractor (as appropriate) against all Employment Liabilities arising out of the termination pursuant to the provisions of clause 7 provided that the Contractor takes, or shall procure that the Sub-Contractor takes, all reasonable steps to minimise any such Employment Liabilities.
9. The indemnity in clause 8:
 - 9.1 shall not apply:
 - 9.1.1 in any case in relation to any alleged act or omission of the Contractor and/or any Sub-Contractor, any claim for: (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - 9.1.2 to any claim that the termination of employment was unfair because the Contractor and/or Sub-Contractor neglected to follow a fair dismissal procedure; and

- 9.2 shall apply only where the notification referred to in clause 5.1 of this schedule, is made by the Contractor and/or any Sub-Contractor (as appropriate) to DfE and, if applicable, the Former Contractor, within six months of the Transfer Date.
10. If any such person as is described in clause 5 of this schedule, is neither re-employed by the Former Contractor nor dismissed by the Contractor and/or any Sub-Contractor within the timescales set out in clause 7, such person shall be treated as having transferred to the Contractor or Sub-Contractor and the Contractor shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

CONTRACTOR INDEMNITIES AND OBLIGATIONS

11. Subject to clause 12 of this schedule, the Contractor shall indemnify DfE and/or the Former Contractor against any Employment Liabilities in respect of any Transferring Former Contractor Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
- 11.1 any act or omission by the Contractor or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
- 11.2 the breach or non-observance by the Contractor or any Sub-Contractor on or after the Relevant Transfer Date of:
- 11.2.1 any collective agreement applicable to the Transferring Former Contractor Employee; and/or
- 11.2.2 any custom or practice in respect of any Transferring Former Contractor Employees which the Contractor or any Sub-Contractor is contractually bound to honour;
- 11.3 any claim by any trade union or other body or person representing any Transferring Former Contractor Employees arising from or connected with any failure by the Contractor or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 11.4 any proposal by the Contractor or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Contractor Employees to their material detriment on or after their transfer to the Contractor or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 11.5 any statement communicated to or action undertaken by the Contractor or a Sub-Contractor to, or in respect of, any Transferring Former Contractor Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DfE and/or the Former Contractor in writing;
- 11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE Deductions and primary and secondary NICs:
- 11.6.1 in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
- 11.6.2 in relation to any employee who is not a Transferring Former Contractor Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Contractor to the Contractor or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 11.7 a failure of the Contractor or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE Deductions and NICs relating to the Transferring Former Contractor Employees in respect of the period from (and including) the

Relevant Transfer Date; and

- 11.8 any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Former Contractor's failure to comply with its obligations under regulation 13 of TUPE.
12. The indemnities in clause 11 of this schedule, shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Former Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employment Liabilities arising from the Former Contractor's failure to comply with its obligations under TUPE.
13. The Contractor shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under TUPE (including without limitation its obligation to inform and consult in accordance with regulation 13 of TUPE) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Contractor Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE Deductions, NICs and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Contractor and the Former Contractor.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or DfE in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999. However, it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

INFORMATION

15. The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to DfE and/or at DfE's direction, the Former Contractor, in writing such information as is necessary to enable DfE and/or the Former Contractor to carry out their respective duties under regulation 13 of TUPE. DfE shall procure that the Former Contractor shall promptly provide to the Contractor and each Sub-Contractor in writing such information as is necessary to enable the Contractor and each Sub-Contractor to carry out their respective duties under regulation 13 of TUPE.

PROCUREMENT OBLIGATIONS

16. Notwithstanding any other provisions of this Contract, where in this Contract DfE accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that DfE's contract with the Former Contractor contains a contractual right in that regard which DfE may enforce, or otherwise so that it requires only that DfE must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

EXIT PROVISIONS

17. No later than 6 months prior to the end of the Term the Contractor shall fully and accurately disclose to DfE, within 30 days of the request, all information that DfE may reasonably request in relation to the Staff including the following:
- 17.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;
- 17.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 17.1;

- 17.3 the terms and conditions of employment/engagement of the Staff referred to in clause 17.1, their job titles and qualifications;
- 17.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- 17.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union;
- (together the “**TUPE Information**”).
18. At intervals determined by DfE (which shall not be more frequent than once every 30 days) the Contractor shall and shall procure that any Sub-Contractor shall give DfE updated TUPE Information.
19. Each time the Contractor supplies TUPE Information to DfE it shall warrant its completeness and accuracy on behalf of the Contractor and any Sub-Contractor and DfE may assign the benefit of this warranty to any Replacement Contractor.
20. DfE may use TUPE Information for the purposes of any retendering process. The Contractor will and shall procure that any Sub-Contractor will co-operate with the re-tendering of the Contract by allowing the Replacement Contractor and/or any Replacement Sub-Contractor to communicate with and meet the affected employees and/or their representatives.
21. If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify DfE and provide DfE with up to date TUPE Information.
22. The Contractor undertakes to DfE that, during the 12 months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DfE (such approval not to be unreasonably withheld or delayed):
- 22.1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- 22.2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- 22.3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual’s career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- 22.4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.
23. DfE and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Sub-Contractor. Such change in the identity of the Contractor of such services may result in a Relevant Transfer. DfE and the Contractor further agree that, as a result of the operation of TUPE, where a transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Contractor Employee.
24. The Contractor shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under TUPE in respect of

the period up to (and including) the date of transfer and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the date of transfer (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE Deductions, NICs and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the date of transfer and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Contractor and/or Replacement Sub-Contractor.

25. Subject to clause 26, the Contractor shall indemnify DfE and/or the Replacement Contractor and/or any Replacement Sub-Contractor against any Employment Liabilities in respect of any Transferring Contractor Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
 - 25.1 any act or omission of the Contractor or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
 - 25.2 the breach or non-observance by the Contractor or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - 25.2.1 any collective agreement applicable to the Transferring Contractor Employees; and/or
 - 25.2.2 any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-Contractor is contractually bound to honour;
 - 25.3 any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 25.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE Deductions and primary and secondary NICs:
 - 25.4.1 in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - 25.4.2 in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Contractor to DfE and/or Replacement Contractor and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 25.5 a failure of the Contractor or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE Deductions and NICs relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);
 - 25.6 any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-Contractor other than a Transferring Contractor Employee for whom it is alleged DfE and/or the Replacement Contractor and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or TUPE; and
 - 25.7 any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by DfE and/or Replacement Contractor to comply with regulation 13(4) of TUPE.
26. The indemnities in clause 25 of this schedule, shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employment Liabilities:

- 26.1 arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date); or
- 26.2 arising from the Replacement Contractor's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under TUPE;
27. If any person who is not a Transferring Contractor Employee claims, or it is determined in relation to any person who is not a Transferring Contractor Employee, that his/her contract of employment has been transferred from the Contractor or any Sub-Contractor to the Replacement Contractor and/or Replacement Sub-Contractor pursuant to TUPE, then:
- 27.1 DfE shall procure that the Replacement Contractor shall, or any Replacement Sub-Contractor shall, within five Business Days of becoming aware of that fact, give notice in writing to the Contractor; and
- 27.2 the Contractor may offer (or may procure that a Sub-Contractor may offer) employment to such person within 15 Business Days of the notification by the Replacement Contractor and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
28. If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-Contractor, DfE shall procure that the Replacement Contractor shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
29. If after the 15 Business Day period specified in clause 27.2 of this schedule has elapsed:
- 29.1 no such offer of employment has been made;
- 29.2 such offer has been made but not accepted; or
- 29.3 the situation has not otherwise been resolved,
- DfE shall advise the Replacement Contractor and/or Replacement Sub-Contractor, as appropriate that it may within five Business Days give notice to terminate the employment or alleged employment of such person.
30. Subject to the Replacement Contractor and/or Replacement Sub-Contractor acting in accordance with the provisions of clause 27 to clause 29 of this schedule, and in accordance with all applicable proper employment procedures set out in applicable Law, the Contractor shall indemnify the Replacement Contractor and/or Replacement Sub-Contractor against all Employment Liabilities arising out of the termination pursuant to the provisions of clause 29 provided that the Replacement Contractor takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employment Liabilities.
31. The indemnity in clause 30 of this schedule:
- 31.1 shall not apply to:
- 31.1.1 in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Sub-Contractor, any claim for: (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
- 31.1.2 any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 31.2 shall apply only where the notification referred to in clause 27.1 of this schedule, is made by the Replacement Contractor and/or Replacement Sub-Contractor to the Contractor within six months of the Service Transfer Date.
32. If any such person as is described in clause 27 is neither re-employed by the Contractor or any

Sub-Contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-Contractor within the timescales set out in clause 27 to clause 29 of this schedule, such person shall be treated as a Transferring Contractor Employee and the Replacement Contractor and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

33. The Contractor shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Contractor Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE Deductions, NICs and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 33.1 the Contractor and/or any Sub-Contractor; and
 - 33.2 the Replacement Contractor and/or the Replacement Sub-Contractor.
34. The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to DfE and any Replacement Contractor and/or Replacement Sub-Contractor, in writing such information as is necessary to enable DfE, the Replacement Contractor and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of TUPE. DfE shall procure that the Replacement Contractor and/or Replacement Sub-Contractor, shall promptly provide to the Contractor and each Sub-Contractor in writing such information as is necessary to enable the Contractor and each Sub-Contractor to carry out their respective duties under regulation 13 of TUPE.
35. Subject to clause 36 of this schedule, DfE shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employment Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in TUPE of any Transferring Contractor Employee) arising from or as a result of:
 - 35.1 any act or omission of the Replacement Contractor and/or Replacement Sub-Contractor;
 - 35.2 the breach or non-observance by the Replacement Contractor and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
 - 35.2.1 any collective agreement applicable to the Transferring Contractor Employees; and/or
 - 35.2.2 any custom or practice in respect of any Transferring Contractor Employees which the Replacement Contractor and/or Replacement Sub-Contractor is contractually bound to honour;
 - 35.3 any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Replacement Contractor and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 35.4 any proposal by the Replacement Contractor and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees on or after their transfer to the Replacement Contractor or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 35.5 any statement communicated to or action undertaken by the Replacement Contractor or Replacement Sub-Contractor to, or in respect of, any Transferring Contractor Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
 - 35.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE Deductions and primary and secondary NICs:

- 35.6.1 in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - 35.6.2 in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Contractor or Sub-Contractor, to the Replacement Contractor or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 35.7 a failure of the Replacement Contractor or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE Deductions and NICs relating to the Transferring Contractor Employees in respect of the period from (and including) the Service Transfer Date; and
 - 35.8 any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-Contractor in relation to obligations under regulation 13 of TUPE.
36. The indemnities in clause 25 of this schedule, shall not apply to the extent that the Employment Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employment Liabilities arising from the failure by the Contractor and/or any Sub-Contractor (as applicable) to comply with its obligations under TUPE.

Schedule 14: The Contractor's Solution

REDACTED