

DATED

**THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION**

and

PEARSON EDUCATION LIMITED

**CONTRACT FOR THE PROVISION
OF SERVICES IN RELATION TO
THE DIGITAL: DIGITAL
BUSINESS SERVICES T LEVEL
TECHNICAL QUALIFICATION**

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THIS CONTRACT is made on

BETWEEN:

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (2) **PEARSON EDUCATION LIMITED**, a company registered in England and Wales (company registration number: **00872828**), whose registered office is at **Hailey Court, Jordan Hill Business Park, Oxford, OX2 8EJ** ("**Supplier**"),

each a "**Party**" and together the "**Parties**".

BACKGROUND TO THIS CONTRACT:

- (A) On **3rd December 2023** the Authority advertised in the Find a Tender Service (FTS) (reference **2023/S 000-035661**) inviting prospective suppliers to submit proposals for the design development and delivery of the technical education qualification element for the **Digital Business Services T Level**.
- (B) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier of the TQ.
- (C) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below. As well as the delivery stage, this Contract covers the Development Phase and a Pre-Delivery Phase.

OPERATIVE TERMS:

1 Contract start, formation and interpretation

- 1.1 This Contract is legally binding from the Effective Date until it ends in accordance with clause 15 (*Ending or extending this Contract*).
- 1.2 This Contract is formed by the Core Terms and the Schedules and the Supplier must comply with all of its obligations set out in both the Core Terms and the Schedules, provided always that in the event of any conflict between the provisions of the Core Terms and the Schedules and/or the Annexes, or between any of the Schedules and/or the Annexes, the conflict shall be resolved according to the following descending order of priority:

- 1.2.1 the Core Terms, Schedule 1 (*Definitions and Interpretation*), and Schedule 6 (*Pricing Schedule*);
 - 1.2.2 Schedule 2 (*Service Requirements*), Schedule 4 (*Co-operation*) and their respective Annexes; and
 - 1.2.3 the remaining Schedules and their respective Annexes.
- 1.3 The Parties shall interpret this Contract using Schedule 1 (*Definitions and Interpretation*).

2 Appointment and exclusivity

- 2.1 The Authority hereby appoints the Supplier as the provider of the Services in relation to the TQ during the Term.
- 2.2 As part of such appointment, the Supplier has the exclusive right to offer the TQ in England to Students for TQ courses for the Cohort for the Academic Years commencing at each of 1 August 2025, 1 August 2026, 1 August 2027, 1 August 2028, 1 August 2029 and, where the Authority gives written notice to the Supplier to extend this Contract pursuant to clause 15.2 (*Ending or extending this Contract*), for each of the Cohorts for the Academic Years commencing during an Extension Period, as the case may be, namely 1 August 2030, 1 August 2031, 1 August 2032 (each an **"Exclusive Cohort"**).
- 2.3 Subject to the Supplier's compliance with the provisions of this Contract, the Authority shall not, during the Term, authorise any third party to provide goods and/or services equivalent to the Services in relation to the whole or any part of an Exclusive Cohort.
- 2.4 The Supplier acknowledges and agrees that during the Term the Authority may, subject to clause 2.3, authorise a third party to provide goods and/or services equivalent to the Services in relation to the TQ in England to students in cohorts outside the Exclusive Cohort, notwithstanding the continuation of the Services under this Contract in respect of any Exclusive Cohort.

- 2.5 The Supplier shall, subject to clause 15 (*Ending or extending this Contract*), be responsible for providing the Services to Students who are within an Exclusive Cohort until the later of the end of their TQ and 2 years following the end of the final Academic Year of the TQ for the Exclusive Cohort of which such Student was part.
- 2.6 Unless otherwise agreed with the Authority in writing, the TQ shall be offered by the Supplier on the basis that teaching of the TQ by Providers for each Exclusive Cohort will commence in September of the relevant Academic Year (accepting that Students may, subject to applicable Supplier and Provider rules, commence their study of the relevant TQ later than the teaching commencement date).

3 How the Services must be supplied

- 3.1 The Supplier must provide the Services:
- 3.1.1 in full compliance with the Service Requirements and the Supplier's Response, provided always that:
 - (i) the fact that the Supplier has complied with the Supplier's Response shall not limit the Supplier's obligation to satisfy the Service Requirements; and
 - (ii) the fact that the Supplier has satisfied the Service Requirements shall not limit the Supplier's obligation to comply with the Supplier's Response;
 - 3.1.2 to a professional standard;
 - 3.1.3 with reasonable skill and care;
 - 3.1.4 using Good Industry Practice;
 - 3.1.5 in accordance with its own policies, processes and quality control measures to the extent that these do not conflict with this Contract;
 - 3.1.6 in accordance with any agreed timings set out in this Contract;
 - 3.1.7 in accordance with Law;
 - 3.1.8 in accordance with the Conditions of Recognition;

3.1.9 in a manner that ensures that neither it, nor any of the Supplier Staff:

- (i) brings the Authority, the Department or the ESFA into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in any or all of them; and/or
- (ii) engages in any act or omission which is reasonably likely to bring the T Levels Programme into disrepute,

in either case, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract; and

3.1.10 in accordance with (and in a manner consistent with enabling the Supplier and the T Level Awarding Organisations to achieve the aims set out in) Schedule 4 (*Co-operation*).

3.2 The Supplier must:

3.2.1 co-operate and, where appropriate, consult with the Stakeholders and the Authority's third party suppliers, including but not limited to the Former Supplier, on all aspects connected with the delivery of the Services; and

3.2.2 ensure that Supplier Staff comply with any reasonable instructions of the Authority in relation to the Services.

Ofqual Recognition

3.3 The Supplier must have in place from the Effective Date and maintain throughout the Term, Ofqual Recognition.

3.4 The Supplier must comply with each Condition of Recognition throughout the Term.

Impact of approval by the Authority

3.5 The Supplier agrees and accepts that except for confirmation of a Variation pursuant to clause 28 (*Changing this Contract*), which expressly changes the Supplier's obligations or liabilities or the Authority's rights under this Contract, no review, comment, authorisation to proceed (as contemplated by clause 5.11.1) or approval by the Authority (including any IfATE Approval) in connection with any Product and/or Service (including in respect of the Supplier's Response, the Implementation and

Delivery Plan, the Resource Plan and any documents or information submitted by the Supplier in order to obtain IfATE Approval) shall operate to exclude or limit the Supplier's obligations or liabilities or the Authority's rights under this Contract, and:

- 3.5.1 the Supplier retains sole responsibility for ensuring that the TQ (including the Products and Services) meets and continues to meet all relevant Service Requirements (as they may be amended from time to time in accordance with this Contract) throughout the Term; and
- 3.5.2 the Supplier acknowledges and accepts that any review, comment, authorisation to proceed or approval (including any IfATE Approval) do not constitute or imply any warranty from the Authority or Ofqual in respect of the TQ.

4 Pricing and payments

- 4.1 In exchange for the provision of the Services (including the supply of the Products), the Supplier must invoice:

- 4.1.1 the Authority for the relevant Charges, which, in the case of:

- (i) the Development Charge, shall be invoiced by the Supplier at the time and in the manner set out in clauses 5.11.1(ii), or 5.13.1(ii) (*Developing the TQ and achieving IfATE Approval*) (as applicable));
 - (ii) that part of the Charges referred to in limb (b) of the definition of Charges, shall, unless otherwise agreed by the Authority, be invoiced by the Supplier on IfATE Approval of the relevant TQ Change; and
 - (iii) that part of the Charges referred to in limb (c) of the definition of Charges, shall be invoiced by the Supplier as set out in the relevant Variation; and

- 4.1.2 the Approved Providers for the Fees pursuant to the applicable Provider Contract.

- 4.2 The Supplier acknowledges and agrees that:

- 4.2.1 in no circumstances shall the Authority, the Department or ESFA have any liability to the Supplier in respect of the Fees. The Authority is not liable if any Provider (or other third party) fails to pay any fees or other costs (including the Fees) due from them to the Supplier; and
 - 4.2.2 save as permitted by the relevant Provider Contract, the Supplier shall not be entitled to levy any costs and/or charges and/or require any further and/or additional payment in respect of the provision of the Services (including the supply of any Products) to any Approved Provider (and/or any Student) other than the Fees.
- 4.3 All Fees and Charges:
- 4.3.1 exclude VAT, which is payable on provision of a valid VAT invoice to the applicable payor; and
 - 4.3.2 include all costs payable by the Authority and/or any Provider (as the case may be) in connection with the Services (including the supply of the Products).
- 4.4 The Authority must pay the Supplier:
- 4.4.1 in respect of the Development Charge, the relevant Interim Milestone Payment or the Final Milestone Payment (as the case may be); or
 - 4.4.2 in respect of any other Charges arising under clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*), the amount of any such Charges due under such clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*),
- in each case, within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the account as notified by the Supplier to the Authority.
- 4.5 A Supplier invoice is only valid if it includes this Contract reference and purchase order number (if any) and other details reasonably requested by the Authority.
- 4.6 If there is a Dispute between the Parties as to the amount invoiced by the Supplier to the Authority, the Authority must pay the undisputed amount. The Supplier cannot suspend the provision of the Services (including the supply of the Products) unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in

accordance with clause 15.5 (*When the Supplier can end this Contract*). Any disputed amounts shall be resolved through the Dispute Resolution Procedure.

- 4.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 The Supplier can issue a written Reminder Notice to the Authority (in accordance with clauses 29.129.1 and 29.2 (*How to communicate about this Contract*)) if the Authority does not pay an undisputed invoice on time.
- 4.9 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.10 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment. The Supplier must also ensure that any Sub-Contract it enters into contains provisions which have the same effect as clauses 4.4, 4.6, 4.7 and this clause 4.10.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless a court orders this.

Indexation of Fees and Rate Card rates

- 4.12 The Supplier shall be entitled to adjust the Fees and the Rate Card rates which apply in respect of any Academic Year following the Academic Year in which the TQ is launched in accordance with the provisions of clause 4.13 to reflect the impact of inflation.
- 4.13 Where the Supplier wishes to adjust the Fees and/or Rate Card rates in accordance with clause 4.12:
 - 4.13.1 the Supplier shall notify the Authority in writing of the proposed percentage adjustment in the existing Fees and/or Rate Card rates and the resulting new Fees and/or Rate Card rates by the end of February in the Academic Year prior to the Academic Year in respect of which the adjustment is to apply ("**Calculation Date**");

- 4.13.2 the proposed percentage adjustment to the relevant then current Fees or Rate Card rates must be no greater than the percentage increase in the preceding 12 months of the UK Consumer Price Index most recently published by the UK Office of National Statistics prior to the Calculation Date; and
- 4.13.3 the proposed adjustment calculated in accordance with this clause 4.13 shall not operate to adjust the Fees or Rate Card rates for the then current Academic Year, but shall operate to adjust the Fees or Rate Card rates as applicable with effect from the immediately following Academic Year.
- 4.14 In addition to any changes to the Entry Fee by virtue of clause 4.13, the Entry Fee may be subject to change from time to time, in accordance with the provisions set out in Schedule 6A.
- 4.15 Except as set out in clause 4.13, neither the Charges, the Fees nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations under this Contract.

5 Developing the TQ and achieving IfATE Approval

- 5.1 The Supplier shall develop the TQ to meet the Service Requirements and in accordance with the terms of this Contract.

Requirement for IfATE Approval

- 5.2 The Supplier acknowledges and accepts that:
- 5.2.1 the Supplier shall not make the whole or any part of the Initial TQ Deliverables available to Eligible Providers and/or Approved Providers for delivery to Students until IfATE Approval has been granted; and
- 5.2.2 the Supplier shall, where possible, (and in each case with the prior written consent of the Authority) share draft versions of the Initial TQ Deliverables and Guide Standard Exemplification Materials, with Eligible Providers and/or Approved Providers to support their preparations to deliver the TQ.

General development obligations

5.3 The Supplier must:

- 5.3.1 design and develop the TQ in accordance with paragraphs 2.1 and 2.2 of Part 1 of the Service Requirements and in order to meet the Milestones;
- 5.3.2 consult with:
 - (i) the Authority, the Department, ESFA and the Route Panels; and
 - (ii) a representative sample of Providers and Employers,in the design and development of the TQ (including as contemplated by paragraph 2.1.4 of the Service Requirements);
- 5.3.3 take into account any input received from the Route Panel, and where applicable, the T Level Panels in the design and development of the TQ, and consult as appropriate with the T Level Panels and/or the Route Panel prior to the first Interim Milestone;
- 5.3.4 co-operate (as required) and work collaboratively with the Authority to achieve IfATE Approval of the TQ;
- 5.3.5 take into account the Technical Qualifications Service Requirements Explanatory Note together with any guidance as issued by the Authority from time to time in the design and development of the TQ, and provide input when reasonably requested by the Authority to support the development and updating of such Technical Qualifications Explanatory Note; and
- 5.3.6 submit to the Authority an updated Implementation and Delivery Plan and Resource Plan within 5 Working Days from the Effective Date.

Development support from the Authority

- 5.4 The Supplier Authorised Representative and/or senior representatives of the Supplier's development team as appropriate will meet monthly (or more frequently if deemed necessary by the Authority) with the Authority Authorised Representative and/or representatives of the Authority's Commissioning & Development Team, at a time and

location to be advised by the Authority, following the Effective Date until IfATE Approval of the TQ (each a “**TQ Development Meeting**”) to review progress on TQ development, address key risks and identify solutions to any barriers to progress. The Authority shall issue an agenda in advance of each TQ Development Meeting. In the event that the development of the TQ is materially delayed against the Milestones and/or the dates given in the Implementation and Delivery Plan, on a written request by the Authority the Supplier’s Chief Executive Officer or an equivalently senior individual shall attend the next TQ Development Meeting.

5.5 The Supplier shall:

5.5.1 not less than 5 Working Days prior to each TQ Development Meeting, submit the Development Phase Report to the Authority in respect of the relevant month, together with, without prejudice to paragraph 2.5 of Part 1 of the Service Requirements:

(i) updated versions (meeting all of the requirements of the relevant Product Description) of the following Products:

- (A) the Implementation and Delivery Plan;
- (B) the Resource Plan;
- (C) the Risk Register; and
- (D) the Issues Log; and

(ii) as requested by the Authority from time to time, the then current versions of the following:

- (A) the TQ Specification;
- (B) the Assessment Strategy;
- (C) the TQ Specimen Assessment Materials;
- (D) the Guide Standard Exemplification Materials;
- (E) the Provider Approval Criteria;
- (F) the Submission Issues Log;

- (G) Employer & Provider Engagement Strategy; and
- (H) any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time,

it being understood that the Supplier will not be in breach of this clause 5.5.1 if the relevant item is still being developed and the Milestone for its completion has not been reached as at the date of the relevant TQ Development Meeting; and

5.5.2 provide a verbal summary at each such TQ Development Meeting of the progress of development of the TQ as against the Implementation and Delivery Plan and Resource Plan and any identified risks to the on time delivery of the TQ and proposed resolutions.

5.6 The Authority shall provide minutes setting out an accurate summary of each such TQ Development Meeting within 5 Working Days of each such meeting.

Submission process

5.7 The Supplier shall, on or prior to the applicable Submission Date, make all Submissions to the Authority necessary in respect of IfATE Approval in accordance with paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements.

5.8 The Supplier shall ensure that all Submissions made in accordance with clause 5.7 meet all of the requirements for each Submission as set out in paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements. Unless notified otherwise by the Authority in writing, the Supplier shall continue its ongoing work in relation to the Initial TQ Deliverables following each Submission whilst such Submission is being considered by the Authority and/or Ofqual. For the avoidance of doubt, this means that the Supplier, following each Submission for each Interim Milestone, shall not await notification from the Authority in accordance with Clause 5.11 below before continuing work on the Initial TQ Deliverables required for any subsequent Milestone.

5.9 The Supplier shall submit to the Authority for Approval, a final version of the Guide Standard Exemplification Materials in accordance with paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements.

- 5.10 The Supplier shall respond promptly to the Authority to any requests from the Authority for further information to support any Submission and/or the IfATE Approval process.
- 5.11 In respect of each Interim Milestone, the Authority and, if relevant, Ofqual will consider each Submission made in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:
- 5.11.1 if the Authority considers that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Authority shall:
- (i) confirm in writing to the Supplier that such requirements have been met; and
 - (ii) where the relevant Interim Milestone attracts an Interim Milestone Payment, pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the applicable Interim Milestone Payment; or
- 5.11.2 if (1) the Authority does not consider that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone and/or (2) the Supplier has outstanding issues still to be addressed / additional information still to be provided in relation to any previous Interim Milestones (including in relation to any previous Interim Milestones that do not attract an Interim Milestone Payment), the Authority may withhold payment to the Supplier of the applicable Interim Milestone Payment (if any) and shall:
- (i) notify the Supplier of the issues that need to be addressed and/or the additional information that needs to be provided (and, acting reasonably, the date by which such issues need to be addressed and/or such information needs to be provided) and whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), and the Supplier shall promptly address such issues and resubmit the relevant documentation and/or provide such additional information (a “**Re-Submission**”) to the

Authority on or prior to the date notified by the Authority, following which clause 5.11.1 or this clause 5.11.2 will apply to such Re-Submission; or

(ii) notify the Supplier:

(A) that notwithstanding the failure of the Submission (or Re-Submission (as the case may be)) to meet all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Supplier shall continue with the design and development of the TQ without having to make a Re-Submission, provided that the relevant issues are addressed by any timescales specified by the Authority and in any event no later than by the Final Approval Milestone Date; and

(B) whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), following which the Supplier shall promptly address the issues identified / further information required, as part of its ongoing development of the TQ in accordance with the timescales specified by the Authority. If the Authority is withholding payment of any applicable Interim Milestone Payment, subject to the Supplier having addressed the issues identified in accordance with the required timescales (and in any event no later than by the Final Approval Milestone Date), clause 5.11.1(ii) will apply.

5.12 The Supplier acknowledges and agrees that owing to the meeting dates scheduled for the IfATE Approval process, any delay in making the Final Submission to the Authority by the Final Approval Milestone Date may cause a delay of several weeks for IfATE Approval. Accordingly, failure by the Supplier to make the Final Submission in accordance with clause 5.7 and/or 5.8 by the Final Approval Milestone Date, other than due to a breach of this Contract by the Authority, shall be a Critical Service Failure.

5.13 In respect of the Final Approval Milestone, the Authority and, if relevant, Ofqual will consider the Final Submission made by the Supplier in accordance with clause 5.7 and

5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:

5.13.1 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for IfATE Approval, then the Authority shall:

- (i) confirm to the Supplier in writing that the TQ has IfATE Approval and that, subject (if applicable) to clause 7.2 (*Interaction with Providers*) and clause 14.3.1 (*What may happen if there are issues with your provision of the Services*), the Supplier is authorised to proceed to make the TQ available to Approved Providers for delivery to Students in accordance with clause 6 (*Operating the TQ*); and
- (ii) pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the Final Milestone Payment, together with any outstanding Interim Milestone Payments or;

5.13.2 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) does not meet the requirements for IfATE Approval, then the Authority shall either

- (i) notify the Supplier in writing of the issues that need to be addressed and/or the additional information that needs to be provided and the Supplier shall within 10 Working Days (or such longer timeframe as is agreed in writing by the Authority) address such issues and resubmit the relevant documentation and/or provide such additional information, following which this clause 5.13 will apply to such Final Re-Submission or
- (ii) take any other steps available to it under the contract.

5.14 The Supplier acknowledges and accepts that the Authority will share, as it deems necessary, with Ofqual, the Department, ESFA, and the Route Panel:

5.14.1 all Submissions (including any Final Submission) and/or Re-Submissions (including any Final Re-Submissions) submitted by the Supplier under clause 5.7 and/or clause 5.13;

- 5.14.2 any information required by the Authority pursuant to clause 5.10;
 - 5.14.3 any information required by Ofqual for the Regulation of the TQ or to perform the statutory functions of Ofqual; and/or
 - 5.14.4 any other information it holds in relation to the Supplier,
- and the provisions of clause 19 (*What must be kept confidential*) will not prevent any disclosure or sharing of documentation and/or information by the Authority under this clause 5.14.

6 Operating the TQ

- 6.1 Following IfATE Approval the Supplier must (subject to clause 7.2 (*Interaction with Providers*) and clause 14.3.1 (*What may happen if there are issues with your provision of the Services*)) make the TQ (including (as applicable) the Products) available to Approved Providers for delivery to Students and provide the Services (other than the Initial Development Services) in accordance with the Service Requirements.
- 6.2 The Supplier shall meet all KPIs in the delivery of the Services (other than the Initial Development Services).
- 6.3 The Supplier must comply with the current version of any Key Dates Schedule in respect of the making available of the TQ and the performance of the Services (other than the Initial Development Services).
- 6.4 The Supplier must provide materials and Student Information to the Authority in accordance with paragraphs 5, 8 and 10 of Part 1 of the Service Requirements to enable the Authority to keep a record in the event such materials and/or information is required for the transfer of Services to a Replacement Supplier.
- 6.5 The Supplier shall promptly provide to the Authority such materials relating to the TQ and Student Information as are requested in writing by the Authority to enable work by or on behalf of the Authority and/or Ofqual to ensure the ongoing maintenance between Cohorts of the grades and standards of the TQ and the wider T Level Programme.
- 6.6 The Supplier shall actively promote the TQ to Eligible Providers.

7 Interaction with Providers

7.1 The Supplier shall, in accordance with the requirements set out in paragraph 3 of Part 1 of the Service Requirements, operate a procedure to receive applications for Provider Approval from Eligible Providers that wish to make the TQ available to Students, and where the relevant Provider Approval Criteria are met to grant Provider Approval and notify the Approved Providers accordingly. The Supplier acknowledges and agrees that:

7.1.1 it shall not be entitled or permitted to:

- (i) charge any additional costs, charges and/or fees arising out of or in connection with the implementation and operation of such procedure and/or the granting of Provider Approval; and/or
- (ii) impose any additional requirements (other than a Provider Contract) on any Eligible Provider and/or Approved Provider (as applicable) as a condition to and/or consequence of the grant of Provider Approval;

7.1.2 only an Eligible Provider shall be eligible to be granted Provider Approval by the Supplier in respect of the TQ; and

7.1.3 subject to clause 7.1.2 and without prejudice to paragraph 3.1.1 of Part 1 of the Service Requirements, the Supplier shall promptly grant Provider Approval to Eligible Providers who meet the Provider Approval Criteria following receipt of their application for Provider Approval.

7.2 The Supplier shall review and assess Approved Providers on an ongoing basis in accordance with paragraph 3.1.2 of Part 1 of the Service Requirements to ensure that they continue to meet the requirements for Provider Approval to make the TQ available to Students and, subject to the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of the Service Requirements, where an Approved Provider no longer meets the Provider Approval Criteria, the Supplier shall revoke such Provider Approval.

7.3 The Supplier shall ensure that:

7.3.1 prior to any Eligible Provider making the TQ available to Students:

- (i) the Eligible Provider is an Approved Provider;
- (ii) a binding Provider Contract is in place with the relevant Approved Provider; and

7.3.2 the Provider Services shall only be provided to an Approved Provider during the term of, and subject to the provisions of, the applicable Provider Contract.

7.4 Without prejudice to paragraph 5 of Part 1 of the Service Requirements, the Supplier shall promptly register a Student for the TQ following receipt by the Supplier of an application for registration of that Student from an Approved Provider.

7.5 The Supplier shall, on written request by the Authority, promptly provide a copy of each Provider Contract to the Authority and to the Department and/or the ESFA.

7.6 The Supplier shall retain copies of all documentation and information in relation to arrangements with Eligible Providers and Approved Providers, including all such documentation and/or information arising out of or in connection with:

7.6.1 the application for and/or the grant of Provider Approval referred to in clause 7.1; and

7.6.2 the ongoing monitoring of Approved Providers by the Supplier referred to in clause 7.2,

and without prejudice to the generality of the definition of IfATE Data, such documentation and information shall form part of the IfATE Data to which the provisions of clause 18 (*Data protection and information*) shall apply.

7.7 The Supplier shall make available the Additional Services and provide the Additional Services on request by Approved Providers in accordance with paragraphs 5, 6, and 9 of Part 1 of the Service Requirements.

7.8 The Supplier shall be permitted to offer and provide additional products and/or services in each case related to the TQ to Approved Providers (and Students), provided always that:

7.8.1 such additional products and services are not identical to, or performing an equivalent function in relation to the TQ to, the whole or any part of the

Products and/or the Services (including the Additional Services) and offered and/or provided on alternative terms and/or conditions (including as to timing or quality) to those terms and conditions which would apply pursuant to this Contract to the applicable Products and/or Services;

7.8.2 without prejudice to clause 7.1.1(ii) and the requirements of Schedule 17 (*Provider Contract Requirements*), the Supplier shall not, other than the Provider Contract, impose any condition on any Eligible Provider (including any Approved Provider) and/or Student to purchase such additional products and/or services as a condition to and/or consequence of:

- (i) the grant of any Provider Approval; and/or
- (ii) the proper performance of any of the Services (and/or the supply of any Products); and

7.8.3 the Supplier shall not (in making available such products and/or services available and/or in respect of the terms on which such products and/or services are made available) favour one Provider and/or group of Providers or one Student and/or group of Students over another.

7.9 *The Supplier shall comply with Schedule 17 (Provider Contract Requirements) in respect of its contracts with Approved Providers in relation to the TQ.*

8 TQ Changes

8.1 The Supplier acknowledges and agrees that the Authority may request changes to the TQ and that the Authority may publish revised Outline Content from time to time.

8.2 The Supplier must ensure that the Approved Initial TQ Deliverables reflect the version of the Former Supplier's TQ Specification as at the Effective Date ("**Initial Content Date**") and that the Approved Initial TQ Deliverables reflect any TQ Change requested by the Authority before IfATE Approval.

8.3 The Supplier must make any TQ Change reasonably requested by the Authority to reflect any changes to the Former Supplier's TQ Specification or ,if relevant, the Outline Content following the Initial Content Date subject to the terms of this clause 8.

- 8.4 The Authority may carry out annual reviews in each Academic Year where a new Cohort is commencing the TQ in the following Academic Year to identify any potential TQ Changes required by the Authority. The Authority may prepare and submit to the Supplier by the relevant dates prescribed by the TQ Content Updating Schedule in each such Academic Year up to two annual guidance notes setting out the output of the Authority's reviews in relation to Inclusive TQ Changes and Exclusive TQ Changes respectively. Where the Authority identifies any potential TQ Change (in an annual guidance note or otherwise), the Authority shall promptly notify the Supplier in writing of details of the potential TQ Change.
- 8.5 Without prejudice to paragraphs 2.5 and 2.6 of Part 1 of the Service Requirements which shall apply in addition to any annual review, the Supplier shall carry out an annual review of the TQ once in each Academic Year, taking into account the output of any Authority annual guidance note(s) pursuant to clause 8.4 and any additional updates the Supplier has proposed to the TQ (to the extent that such updates have not otherwise been Approved pursuant to paragraph 2.5 or 2.6 of Part 1 of the Service Requirements), to identify any potential TQ Changes required to ensure ongoing compliance of the TQ with the Service Requirements. Where the Supplier identifies any potential TQ Change, the Supplier shall promptly notify the Authority in writing of details of the potential TQ Change.
- 8.6 Where a TQ Change is an Exclusive TQ Change, the Parties shall follow the Variation procedure set out in clause 28 (*Changing this Contract*) in respect of the relevant Exclusive TQ Change. The Charges relating to such Exclusive TQ Change shall be agreed between the Parties as part of the Impact Assessment for the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Exclusive TQ Change. The relevant Charges shall:
- 8.6.1 be a reasonable cost for implementing the Exclusive TQ Change in the circumstances;
 - 8.6.2 take into account and be calculated using:
 - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and

- (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Exclusive TQ Change; and

8.6.3 be consistent with the costs applicable to any relevant costed change scenario set out in Schedule 6 (*Pricing Schedule*) or, where no costed change scenario for the applicable TQ Change is set out in Schedule 6 (*Pricing Schedule*), be calculated on the same basis and using the same logic and inputs as those which applied to determine the costs for the costed change scenarios, as such logic and inputs may be amended only to the extent as is necessary to reflect the TQ Change in question.

8.7 Where the TQ Change is an Inclusive TQ Change, the Supplier shall implement such Inclusive TQ Change at the cost of the Supplier and there shall be no additional Charges or Fees as a result of such Inclusive TQ Change.

8.8 The Supplier shall obtain the Authority's prior written agreement before implementing any TQ Change which, in the case of an Exclusive TQ Change, shall be in the form of an executed Variation to this Contract. Following such agreement the Supplier shall, unless otherwise agreed with the Authority, implement:

8.8.1 Inclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the next Academic Year following the date of such agreement; and

8.8.2 Exclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the second Academic Year following the date of such agreement,

provided that in each case that the Supplier shall continue to make available the version of the TQ prior to such TQ Change as is necessary to support continuing Students who commenced their studies on such version of the TQ prior to the implementation of such TQ Change.

8.9 The Supplier shall consult with a representative sample of relevant Employers and take into account the output of consultation with such Employers as appropriate in relation

to any TQ Change in accordance with the Service Requirements and shall provide the Authority with evidence of such consultation.

- 8.10 If the Supplier makes any Inclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for agreement by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students.
- 8.11 If the Supplier makes any Exclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for IfATE Approval by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students and the provisions of clause 5.13 shall apply to such amended TQ documentation as if references to the “Final Submission” (or “Final Re-Submission” (as the case may be)) in that clause 5.13 are references to the “TQ documentation including any Products (as amended to reflect the TQ Change in question)”; reference to the “Final Approval Milestone” is a reference to the “TQ Change in question”; and references to payment refer to payment of any charges agreed in the applicable Variation.
- 8.12 Unless otherwise agreed with the Authority in writing, any agreed or approved (as the case may be) updates to the TQ must (where applicable) be made available to Approved Providers by the Supplier by the relevant date prescribed by the TQ Content Updating Schedule.

9 Record keeping, monitoring and reporting

- 9.1 Without prejudice to clause 5.5 (*Developing the TQ and achieving IfATE Approval*) and clause 7.6 (*Interaction with Providers*), the Supplier shall:
- 9.1.1 monitor and report (in an Operational Delivery Report) its performance of the Services (other than the Initial Development Services) in accordance with Schedule 15 (*Monitoring of Performance*) and the Parties agree that the provisions of such Schedule 15 (*Monitoring of Performance*) shall apply to determine (amongst other things) the process following (and the outcome

of) such monitoring and reporting (including in relation to the carrying out of the Performance Review Meeting and the requirement for and consequences of any KPI Improvement Plan); and

- 9.1.2 comply with the record keeping and reporting obligations set out in paragraphs 5, 8 and 10 of Part 1 of the Service Requirements.
- 9.2 The Supplier must allow, and must ensure that any Key Subcontractor allows, any Auditor access to the Supplier's or Key Subcontractor's premises and/or systems (including IT systems), as relevant, to Audit everything to do with this Contract and/or to obtain any information required in relation to any investigation by Ofqual.
- 9.3 The Supplier must provide, and must ensure that any Key Subcontractor provides, information to the Auditor and reasonable co-operation at the Auditor's request to enable any Audit to be undertaken.
- 9.4 The Supplier must create and maintain throughout the Term a full and accurate version control log recording all TQ Changes made during the Term.
- 9.5 The Supplier shall maintain and shall promptly, following a written request by the Authority, provide to the Authority, the following:
 - 9.5.1 the Supplier's detailed and up to date cost model for the provision of the Services under this Contract including a future projection for the remaining Term;
 - 9.5.2 details of the income received by the Supplier through the provision of the Services during the Term to date, including a breakdown by service and customer and a future projection for the remaining Term; and
 - 9.5.3 the Supplier's calculation of the overall level of profit it has achieved during the Term to date through the Services provided under this Contract.

10 Staff Transfer

- 10.1 The Parties agree that:
 - 10.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 21 (Staff Transfer) shall apply; and

- 10.1.2 Schedule 12 (Exit Management) shall apply on the expiry or termination of the Services or any part of the Services.

11 Supplier Staff and Subcontracting

Supplier Staff

- 11.1 The Supplier Staff involved in the performance of this Contract must:
- 11.1.1 be appropriately trained and qualified; and
 - 11.1.2 be vetted using Good Industry Practice and, in the case of Supplier Staff referred to in paragraph 2.2 of Schedule 7 (*Staff (including Key Personnel)*), in accordance with paragraph 2 of Schedule 7 (*Staff (including Key Personnel)*).
- 11.2 If any default, acts, omissions, negligence and/or statements of any of the Supplier Staff involved in the performance of this Contract result in a Default, the Supplier is liable to the Authority for that Default.
- 11.3 Where the Authority decides (on reasonable grounds) that one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must, subject to clause 11.1, promptly replace them with a suitably qualified alternative.
- 11.4 If requested by the Authority, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 31 (*Preventing fraud, bribery and corruption*).

Subcontracting

- 11.5 The Supplier shall comply with the provisions of Schedule 8 (*Supply Chain (including approved Subcontractors)*) in respect of the appointment (including any proposed appointment) and/or management of any Subcontractor (including any Key Subcontractor).
- 11.6 Sub-contracting any part of this Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract.

12 Rights and protection

- 12.1 The Supplier warrants and represents that:

- 12.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 12.1.2 this Contract is executed by its authorised representative;
 - 12.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 12.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
 - 12.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
 - 12.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 12.1.7 it is not subject to an Insolvency Event; and
 - 12.1.8 all statements made, and documents submitted, as part of the procurement of the Services (including in the Supplier's Response) are true and accurate.
- 12.2 The warranties and representations in clause 12.1 are repeated each time the Supplier provides the Services and/or supplies any Products under this Contract.
- 12.3 The Supplier indemnifies the Authority in full against all Losses suffered or incurred by the Authority arising out of or in connection with third party claims that result from the provision of the Services including the supply of the Products.
- 12.4 All claims indemnified under this Contract (including for the avoidance of doubt any indemnified IPR Claim) must use the process set out in clause 30 (*Dealing with claims*).
- 12.5 The Authority can, even if it has made a claim in respect of the breach, still terminate this Contract for breach of any warranty or indemnity where it is entitled to do so.
- 12.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

13 Intellectual Property Rights

Vesting, ownership and licences of rights in TQ materials

- 13.1 The Supplier agrees to deliver such materials, and to assign or licence all IPR in such materials, as it creates, identifies for use, or uses as part of or for the Operation of the TQ to which the Authority and/or a Replacement Supplier with Relevant Competence would reasonably require access:
- 13.1.1 for the Authority to carry out its activities in relation to the T Level and TQ, including the approval, oversight and maintaining the integrity of the T Level and TQ;
- 13.1.2 for the transfer of the Operation of the TQ to a Replacement Supplier; and
- 13.1.3 for the Replacement Supplier to Operate (including maintaining the integrity of, modifying and developing) the TQ,
- in a seamless, Transparent manner; and
- 13.1.4 to compete openly and effectively any future competition or tender for the Operation of the TQ or a Replacement TQ.
- 13.2 Without limiting the generality of clause 13.1:
- 13.2.1 the Supplier agrees to assign to the Authority all IPR in the Key Materials (including in Products) in accordance with the TQ Assignment and Licence;
- 13.2.2 the Supplier agrees to licence the Authority, with the right to sublicense, all IPR in the Ancillary Materials, in accordance with the TQ Assignment and Licence; and
- 13.2.3 in respect of any IPR in Key Materials, to the extent that the same are not at the relevant time vested absolutely in the Authority, the Supplier agrees to license the Authority, with the right to sublicense, such IPR in Key Materials, in accordance with the TQ Assignment and Licence.
- 13.3 Except as set out above or otherwise expressly provided in this Contract:

- 13.3.1 the Authority shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Supplier or any third party; and
- 13.3.2 the Supplier shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Authority or licensed by any third party to the Authority.
- 13.4 Without prejudice to the other provisions of this Contract, the assignments and licences referred to in clause 13.2 shall be subject to the terms of the TQ Assignment and Licence (during and after the Term), including the warranties and representations set out in the TQ Assignment and Licence. The Authority and the Supplier will enter into the TQ Assignment and Licence in the form set out in Schedule 14 (*Form of Assignment and Licence*) on the Effective Date.

Rights granted to the Supplier

- 13.5 The Authority hereby grants to the Supplier a non-exclusive worldwide, royalty free licence with the right to sublicense, subject to, and in accordance with, the terms of this Contract, to use:
 - 13.5.1 the Former Supplier's TQ Specification and, if relevant, the Outline Content;
 - 13.5.2 the IfATE Data; and
 - 13.5.3 any Authority Background IPR in other materials specifically identified for use in the provision of the Services in accordance with this sub-clause,during the Term, solely in relation to the provision of the Services.
- 13.6 The Authority hereby grants to the Supplier, in so far as any relevant Intellectual Property Rights have been assigned to the Authority or are otherwise at the time vested in the Authority in accordance with clause 13.2 a worldwide, royalty free licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during the Term in relation to the TQ subject to, and in accordance with, the relevant terms of this Contract.
- 13.7 Subject to clause 13.8, the licence to the Supplier under clause 13.6 shall be exclusive during the Term solely in respect of use of the Key Materials for the provision of the Services in respect of the Exclusive Cohorts.

Rights retained by the Authority for its activities related to the provision of the Services

13.8 The Authority will retain:

13.8.1 (for the avoidance of doubt) the non-exclusive right to use the Key Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

13.8.2 the right to use the Key Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials:

(i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, where such competition or tender is for such delivery and Operation during any Transition Period and/or following expiry or termination of this Contract (ie the End Date); and

(ii) to deliver and Operate the TQ and/or any Replacement TQ, during any Transition Period; and

13.8.3 the right to sub-license others to exercise the rights set out in this clause 13.8.

Confirmation of rights, marking and branding of Materials

13.9 The Supplier shall, on any copy of any materials in which copyright belongs to the Authority, prominently mark such material with a notice saying: "Copyright in this [DOCUMENT/section of DOCUMENT] belongs to, and is used under licence from, the Institute for Apprenticeships and Technical Education [DATE]" or such other notice as the Authority may reasonably require by notice to the Supplier from time to time. Without prejudice to any rights granted to the Authority under this Contract, in the case of each Deliverable the Supplier shall deliver a certificate in the form annexed to the TQ Assignment and Licence confirming that ownership in the IPR in that Deliverable is vested in the Authority, or where it asserts that IPR in the Deliverable or certain parts of it do not vest in the Authority, identifying specifically those parts and the scope of rights it asserts the Supplier has in respect of the same.

- 13.10 The Supplier may use its name, logos, trade marks and/or other signs which refer to the Supplier on Key Materials and Ancillary Materials and other materials used in the Operation of the TQ or to promote the TQ which are of the type set out in the T Level Branding Guidelines, provided that any such use shall be strictly as set out in the T Level Branding Guidelines. Without prejudice to the last sentence, the Supplier shall, on notice from the Authority, provide representative samples of all such use, and, if the notice so requests, provide such samples a reasonable period in advance of any proposed such use together with a period (not being less than 7 Working Days) for comment. The Authority may notify the Supplier within such period of any comments, including any requirements it has in respect of such use, and, the Supplier shall take reasonable account of any such comments and comply with any reasonable requirements of the Authority so notified.
- 13.11 The Supplier shall not use its name, logos, trade marks and/or other signs which refer to the Supplier, in a trade mark manner or as any designation of origin, on any material referred to in clause 13.10 or otherwise in connection with its Operation of T Levels or T Level technical education qualifications (including the TQ), except as provided in clause 13.10 or otherwise with the specific Approval of the Authority; and in any event any use of its name, logos, trade marks and/or other signs which refer to the Supplier in connection with the T Level or T Level technical education qualifications (including the TQ) shall not be such as to make, suggest or imply any connection between the Authority or any T Levels or any T Level technical education qualifications and the Supplier, or endorsement by the Authority or the Department, other than as arises under this Contract or any other contract for the supply of T Level technical education qualifications.
- 13.12 The Supplier shall:
- 13.12.1 apply to all Key Materials and Ancillary Materials provided to any third party, the Authority's name and logo in such manner as is reasonably prescribed from time to time in writing by the Authority; and
 - 13.12.2 use in respect of the TQ, including, unless otherwise agreed with the Authority, on all Key Materials and Ancillary Materials, such descriptive name (for example in the form: "[technical qualification] in Construction") as is determined by the Authority or proposed by the Supplier and agreed by the Authority,

provided that such use shall at all times be in strict accordance with the other provisions of this Contract, the T Level Trade Mark Licence, and any style guides or other instructions issued from time to time by the Authority.

Supplier's operation of other qualifications

13.13 The Supplier shall not, within or outside England, offer or promote any qualification other than the TQ as:

- 13.13.1 being the TQ (or any other technical qualification forming part of a T Level) or T Level (or part of a T Level);
- 13.13.2 being identical in terms of content and assessment requirements to the TQ (or any other technical qualification forming part of a T Level) or T Level and/or including identical components to the TQ (or any other technical qualification forming part of a T Level) or T Level; or
- 13.13.3 demonstrating the same level of occupational competence as the TQ (or any other technical qualification forming part of a T Level) or T Level,

provided always that nothing in this Contract shall prevent the Supplier from offering or promoting the technical qualification element of a T Level under a separate contract with the Authority in connection with the making available of that technical qualification.

13.14 The Supplier may only re-use the whole of the TQ in an un-amended or materially un-amended form, other than as part of the Services during the Term, as follows:

- 13.14.1 in the Operation of qualifications for any of the Devolved Administrations, with the specific Approval of the Authority;
- 13.14.2 in the Operation of qualifications in England intended for and only marketed to students who are not in the category known as "16 to 19 year old", with the specific Approval of the Authority; and
- 13.14.3 in the Operation of qualifications outside the UK, save in any jurisdictions the Authority excludes by notice to the Supplier,

provided in each case that the name "T Level" is not used in the qualification or any marketing or promotion of the qualification, and that it is at all times clear and made

clear to students and other third parties that the qualification does not form and cannot be used as any part of a T Level.

- 13.15 Subject to clauses 13.13 and 13.14, nothing in this Contract or the TQ Assignment and Licence shall restrict or prevent the Supplier from continuing to offer and update its existing qualifications (including technical qualifications), from offering new technical qualifications, or from using elements of the Key Materials in the operation of qualifications other than the TQ.

Dealing with intellectual property claims

- 13.16 If there is an IPR Claim, the Supplier indemnifies the Authority against all Losses suffered or incurred by the Authority as a result.
- 13.17 Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer in writing assigning the IPR to the other Party on request and at its own cost.
- 13.18 Clause 13.16 shall not apply to the extent that the IPR Claim is caused by the Authority's use of the relevant IPR in breach of the terms of this Contract.
- 13.19 In the event that any Third Party IPR is included in the Key Materials, Ancillary Materials, or other Deliverables under this Contract, the Supplier shall ensure that it has or acquires sufficient rights to any such Third Party IPR to enable it to enter into any applicable assignments and to grant any applicable licences under this Contract.

Portability of the TQ

- 13.20 The Supplier shall, where possible, ensure that its design and development of the TQ enables the transfer of the materials described in clause 13.1 to a Future Supplier without requiring use by such Future Supplier of any underlying proprietary system or platform which does not form part of the Key Materials or Ancillary Materials.

14 What may happen if there are issues with your provision of the Services

- 14.1 The Supplier must notify the Authority promptly in writing if:
- 14.1.1 it becomes aware of any problem or complaint from any individual or organisation in relation to the making available and/or operation of the TQ;

- 14.1.2 it makes any changes to its management, governance, organisational and/or operational structure or capacity from that which is set out in the Supplier's Tender which shall or may be material to the provision of the Services;
- 14.1.3 it undergoes or proposes to undergo (or, without prejudice to clause 15.7 (*When Sub-Contracts can be ended*)) becomes aware that a Subcontractor has undergone or proposes to undergo) a change of Control;
- 14.1.4 there is a material adverse change in the financial circumstances of the Supplier, the Supplier becomes aware of a material adverse change in the financial circumstances, or the Supplier has (or anticipates that it may have) insufficient funding to adequately resource its obligations under this Contract;
- 14.1.5 it becomes aware of any circumstances relating to the Supplier or any Subcontractor which shall or may bring into disrepute and/or diminish the trust that the public places in the Authority, the Department or the ESFA and/or the T Levels Programme (including any Conflict of Interest (as contemplated by clause 36 (*Conflict of interest*))) and/or any child protection and/or data handling issues and/or incidents);
- 14.1.6 it becomes aware of any issue which shall or may have an adverse impact on Students studying for the TQ;
- 14.1.7 it is required, pursuant to the Conditions of Recognition, to notify Ofqual of any event that has occurred (or is likely to occur) which it has cause to believe could have an "Adverse Effect" (as defined in the Conditions of Recognition);
- 14.1.8 any of the circumstances in clause 15.7 (*Ending or extending this Contract*) occur; or
- 14.1.9 a Critical Service Failure occurs.

14.2 If:

- 14.2.1 the Supplier has failed to make the Submission for the relevant Interim Milestone on or prior to the Submission Date for that relevant Interim Milestone;
- 14.2.2 the Authority reasonably believes that:
- (i) the Supplier is not likely to achieve IfATE Approval by the Final Approval Milestone Date;
 - (ii) the Authority is likely to need to withdraw IfATE Approval;
 - (iii) Ofqual is likely to need to withdraw Ofqual Recognition;
- 14.2.3 the Authority has obtained information giving rise to reasonable concerns about the ability of the Supplier to deliver the Services and the Authority has provided such information to the Supplier and given the Supplier a reasonable opportunity (in the circumstances) to respond to such information and any such response fails to address such concerns to the satisfaction of the Authority;
- 14.2.4 the Supplier fails, in the opinion of Ofqual, to comply with any Condition of Recognition;
- 14.2.5 the Supplier is under investigation and/or subject to regulatory enforcement by Ofqual or has had any direction issued by Ofqual in respect of it;
- 14.2.6 the Supplier fails to comply with and/or implement (as the case may be) the whole or any part of the Implementation and Delivery Plan in any material respect;
- 14.2.7 the Supplier fails to deliver the Services in accordance with the Resource Plan in any material respect;
- 14.2.8 the circumstances referred to in paragraph 2.3.2 of Schedule 15 (*Monitoring of Performance*) occur;
- 14.2.9 a Supplier Termination Event has occurred; and/or

14.2.10 any act or omission of the Supplier in relation to the TQ in breach of this Contract occurs which shall or may have a material adverse impact on Students and/or the TQ including any such act or omission which:

- (i) gives rise to prejudice to Students or potential Students; or
- (ii) adversely affects:
 - (A) the ability of the Supplier to undertake the development, delivery or award of the TQ in accordance with its Conditions of Recognition;
 - (B) the standards of the TQ which the Supplier makes available or proposes to make available; or
 - (C) public confidence in the TQ,

the Authority may issue written notification of Designated Action to the Supplier, following which the Supplier shall comply with the Designated Action in accordance with any timeframe stated in such notification. In the event that, for any reason, the Supplier is unable to comply with the Designated Action notification, the Supplier shall promptly notify the Authority and shall explain the reason why it is unable to so comply.

14.3 In the event of a Critical Service Failure, in addition to the rights of the Authority under clause 14.2 (*What may happen if there are issues with your provision of the Services*) and 15.3 (*Ending or extending this Contract*), the Authority may by serving written notice on the Supplier:

14.3.1 suspend and/or restrict any elements (in full or part) of the Services for the remainder of the Term, including a permanent prohibition or restriction on the Supplier from providing the Services (including making the TQ and/or any Products available to Approved Providers):

- (i) to Cohorts (including any Exclusive Cohort) in respect of which Students are already registered for the TQ; and/or
- (ii) in respect of any further Cohorts (including any Exclusive Cohort);

- 14.3.2 reduce the Term by one or more periods of 12 months as specified in such notice and accordingly remove one or more Cohorts from the Exclusive Cohorts; and/or
- 14.3.3 require the Supplier to comply with specified performance improvement conditions in relation to the Services, failing which the Term will reduce by one or more periods of 12 months as specified in such notice and the final Cohort will then be removed from the Exclusive Cohorts.
- 14.4 Nothing in this Contract (and no action by the Authority) shall be construed so as to limit or restrict the ability of Ofqual to take action under its statutory powers and in the event of any Dispute arising out of or in connection with Ofqual Recognition and/or any Condition of Recognition the provisions of clause 38.7 (*Resolving disputes*) will apply.
- 14.5 The Supplier shall provide (and shall procure that its Subcontractors provide) all information and cooperation as is required by the Authority to enable the Authority to investigate any alleged breach by the Supplier of its obligations under this Contract.
- 14.6 The Authority may withdraw IfATE Approval by notice in writing to the Supplier in circumstances where the requirements for IfATE Approval are no longer met by the Supplier. The Authority shall notify the Supplier in advance in writing of its proposal to withdraw IfATE Approval and shall provide a reasonable opportunity for the Supplier to make representations in relation to such proposal, and the Authority shall take such representations into account in determining whether to proceed to withdraw IfATE Approval.

15 Ending or extending this Contract

- 15.1 This Contract ends on the End Date.

Extending this Contract

- 15.2 The Authority can extend this Contract for an Extension Period by giving the Supplier written notice prior to the start of the Academic Year in which the final Exclusive Cohort commences the TQ.

When the Authority can end this Contract

- 15.3 If a Supplier Termination Event occurs, the Authority has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier, unless the Supplier Termination Event occurs as a result of a breach of this Contract by the Authority, but only insofar as the Authority's breach is not itself caused by a breach by the Supplier of the Supplier's obligations under this Contract.
- 15.4 Nothing in Clause 38 (Resolving Disputes) shall prevent or restrict the Authority from exercising its rights under clause 15.3.

What happens if this Contract ends

- 15.5 Where the Authority terminates this Contract, all of the following apply:
- 15.5.1 the Supplier shall apply to Ofqual, in accordance with the instructions of the Authority, for its Ofqual Recognition in respect of the TQ to be withdrawn;
 - 15.5.2 the accumulated rights of the Authority are not affected;
 - 15.5.3 the Authority grants to the Supplier a non-exclusive worldwide, royalty free irrevocable licence to use the IfATE Data solely to the extent that such IfATE Data consists of: (i) information relating to the identities of Providers and persons engaged by them, which it shall be entitled to use for any purpose; and (ii) Student Related Data provided that no individual Student can be identified from such Student Related Data, which it shall be entitled to use for research purposes in order to develop or improve upon any Supplier qualification (including material prepared, and training provided, in support of such qualification);
 - 15.5.4 the Supplier must promptly return (or, where required by the Authority, delete) the IfATE Data except where required to retain copies by Law, the Conditions of Recognition, or for the purposes of exercising its rights under the licence granted under clause 15.4.3;
 - 15.5.5 the Supplier must promptly return any of the Authority's property provided to it under this Contract;
 - 15.5.6 the Supplier must at no cost to the Authority reasonably co-operate in the re-procurement and/or handover of the Services (including to a Replacement Supplier);

- 15.5.7 the Supplier must comply with the relevant provisions of Schedule 12 (*Exit Management*); and
- 15.5.8 this clause 15.4 and the following clauses survive the termination of this Contract: clauses 9, 12.3, 13, 16, 18, 19, 20, 22, 38 and 39 and any clauses and/or Schedules which are expressly or by implication intended to continue.

When the Supplier can end this Contract

- 15.6 The Supplier can terminate this Contract by issuing a Termination Notice if the Authority fails to pay any Charges which have fallen due under this Contract and which are directly payable by the Authority within 30 days of the date of a Reminder Notice issued by the Supplier in respect of such sum.

15.7 If the Supplier terminates this Contract under clause 15.5:

- 15.7.1 the Authority must promptly pay all outstanding Charges referred to in clause 15.5 to the Supplier; and
- 15.7.2 clauses 15.4.1 to 15.4.8 shall apply.

When Sub-Contracts can be ended

- 15.8 At the Authority's request, the Supplier must terminate (or procure the termination of (as the case may be)) any Sub-Contracts in any of the following events:
- 15.8.1 there is a change of Control of the relevant Subcontractor which is not pre-approved in writing by the Authority and which the Authority believes shall or may have an adverse impact on the Services;
- 15.8.2 the acts or omissions of the relevant Subcontractor have caused or materially contributed to a right of the Authority to terminate this Contract;
- 15.8.3 a Supplier Termination Event is caused or contributed to by the relevant Subcontractor or where any analogous events referred to in limbs (b), (d), (e), (f), (g), (h), (j) or (l) of the definition of Supplier Termination Event occurs in respect of the Subcontractor; or

- 15.8.4 the relevant Subcontractor sub-contracts any of its obligations in relation to the Services in breach of the requirements of this Contract.

16 How much each Party can be held responsible for

- 16.1 Subject to the following provisions of this clause 16 each Party's total aggregate liability under this Contract (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1,000,000.

- 16.2 No Party is liable to the other for:

- 16.2.1 any indirect, special or consequential Loss; or

- 16.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect), provided always that, subject to clause 16.1, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority, the Department and/or the ESFA, to the extent that they arise as a result of a Default by the Supplier:

- (i) any additional operational and/or administrative costs and expenses, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (ii) any wasted expenditure or charges;
- (iii) the additional cost of procuring Replacement Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
- (iv) any compensation or interest paid to a third party by the Authority; and
- (v) any fine or penalty pursuant to Law and any costs in defending any proceedings which result in such fine or penalty.

- 16.3 The Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for purpose of any data information and/or documentation disclosed by or on behalf of the Authority prior to or after the Effective

Date and neither the Authority nor any of its employees or agents shall be liable (howsoever arising) for any inaccuracy, omission, unfitness for purpose or inadequacy of any kind whatsoever in any such data information and/or documentation.

16.4 Nothing in this Contract shall operate to exclude or limit the liability of either Party in relation to the following:

16.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

16.4.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or

16.4.3 any liability that cannot be excluded or limited by Law.

16.5 Each Party must use its reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including where any such Losses are covered by an indemnity.

16.6 When calculating the Supplier's liability under clause 16.1, Losses covered by Required Insurances will not be taken into consideration.

17 Insurance

17.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, the Supplier shall take out and maintain at its own cost, or procure the taking out and maintenance of, the Required Insurances. The Supplier shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.

17.2 The Required Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

17.3 The Required Insurances shall be taken out and maintained with insurers who are: (a) of good financial standing; (b) appropriately regulated; and (c) of good repute in the international insurance market.

- 17.4 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- 17.5 Where the Supplier has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Required Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- 17.6 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this clause 17. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.
- 17.7 The Supplier shall ensure that the public and products liability policy forming part of the Required Insurances shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

18 Data protection and information

- 18.1 Each Party shall comply with the Data Protection Legislation.
- 18.2 The Supplier must ensure that Personal Data is Processed in accordance with Schedule 9 (*Data Handling and Security Management*).
- 18.3 The Supplier must not remove any ownership or security notices in or relating to the IfATE Data.
- 18.4 The Supplier must make accessible back-ups of all IfATE Data, stored in an agreed off-site location. The Supplier must send the Authority copies every six Months of the Ancillary Materials and the Key Materials (in each case to the extent that these have not already been provided to the Authority), and any further information falling within

the definition of IfATE Data as may be requested by the Authority in writing from time to time.

- 18.5 The Supplier must ensure that any Supplier system holding any IfATE Data, including back-up data, is a secure system that complies with the Security Policy and the relevant provisions of Schedule 9 (*Data Handling and Security Management*).
- 18.6 If at any time the Supplier suspects or has reason to believe that the IfATE Data provided or generated under this Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 18.7 If the IfATE Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
 - 18.7.1 tell the Supplier to restore or get restored IfATE Data as soon as practical but no later than 5 Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 18.7.2 restore the IfATE Data itself or using a third party.
- 18.8 The Supplier must pay each Party's reasonable costs of complying with clause 18.7 unless the Authority is at fault.
- 18.9 The Supplier:
 - 18.9.1 must provide the Authority with all IfATE Data in an agreed open format within 10 Working Days of a written request;
 - 18.9.2 must have documented processes to guarantee prompt availability of IfATE Data if the Supplier stops trading;
 - 18.9.3 must securely destroy all Storage Media that has held IfATE Data at the end of life of that media using Good Industry Practice;
 - 18.9.4 must securely erase all IfATE Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
 - 18.9.5 indemnifies the Authority against any and all Losses suffered or incurred by the Authority if the Supplier and/or any Key Subcontractor breaches this clause 18 and/or any Data Protection Legislation.

19 What must be kept confidential

Confidential Information

- 19.1 Each Party must, subject to the following provisions of this clause 19;
- 19.1.1 keep all Confidential Information it receives confidential and secure;
 - 19.1.2 not disclose, use or exploit the Confidential Information disclosed by the Disclosing Party without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
 - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 Notwithstanding clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1 where disclosure is required by applicable Law or by a court with the required jurisdiction, if the Recipient Party (to the extent that it is permitted to do so by such applicable Law or by such court) notifies the Disclosing Party in advance of disclosure of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed to it by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Confidential Information of the Disclosing Party;
 - 19.2.6 to its auditors or for the purposes of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis;

- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010; and/or
- 19.2.9 where disclosure is permitted in accordance with Schedule 4 (*Co-operation*).
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier must ensure that the Supplier Staff enter into a direct confidentiality agreement with the Authority at the Authority's request.
- 19.4 The Authority may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - 19.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 where permitted by the Apprenticeships, Skills, Children and Learning Act 2009, (including to the Department, ESFA or Ofqual and as contemplated by clause 5.15 (*Developing the TQ and achieving IfATE Approval*);
 - 19.4.4 if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.5 where requested by Parliament;
 - 19.4.6 under clauses 4.10 (*Pricing and payments*) and 20 (*When information can be shared*); or
 - 19.4.7 save for Exit Information, where the information was generated as part of the provision of the Services.
- 19.5 For the purposes of clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 19.

Student Related Data

19.6 The Supplier must:

19.6.1 keep all Student Related Data confidential and secure;

19.6.2 immediately notify the Authority if it suspects unauthorised access, copying, use or disclosure of the Student Related Data.

19.7 The Supplier shall not store, copy, disclose, or use the Student Related Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

Transparency Information and other disclosures

19.8 Transparency Information and any information which is exempt from disclosure by clause 20 (*When information can be shared*) is not Confidential Information.

19.9 The Supplier must not make any press announcement or publicise this Contract or the output of the Services (including the Student Related Data) without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

20 When information can be shared

20.1 The Supplier acknowledges that:

20.1.1 the Transparency Reports; and

20.1.2 the content of this Contract, including any changes to this Contract agreed during the Term, except for (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and (ii) Commercially Sensitive Information,

(together the “**Transparency Information**”) is not Confidential Information.

20.2 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

20.3 Within the timescales required by the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can:

20.3.1 publish the Transparency Information; and

20.3.2 comply with any Request for Information.

20.4 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose information (including Confidential Information and Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. However, to the extent that it is permitted to do so (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), the Authority shall, in relation to any Request for Information relating to Confidential Information or Commercially Sensitive Information of the Supplier:

20.4.1 notify the Supplier of such Request for Information as soon as is reasonably practicable; and

20.4.2 allow the Supplier to make representations in relation to any exemptions the Supplier considers may apply to the disclosure of its information under the Request for Information and take such representations into account when making its decision of what it will disclose.

20.5 Notwithstanding any other provision in this Contract, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

21 Invalid parts of this Contract

If any part of this Contract is held to be void or otherwise unenforceable by any court of competent jurisdiction, such part shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

22 No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. This Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

23 Other people's rights in this Contract

- 23.1 The Department may enforce any of the Authority's rights under this Contract in relation to which the Department is to benefit. The Department's consent is not required to amend this Contract.
- 23.2 Save as provided in clause 23.1 or expressly stated in this Contract, no third parties shall be entitled to enforce any term of this Contract.

24 Circumstances beyond either Party's control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
- 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures to reduce the impact of the Force Majeure Event.
- 24.2 The Authority can terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 24.3 Where the Authority terminates under clause 24.2:
- 24.3.1 each Party must cover its own Losses; and
 - 24.3.2 subject to clause 24.3.1, clause 15.4 applies.
- 24.4 Neither Party can rely on clause 24.1 where the inability to perform its obligations arises, directly or indirectly, due to the exit from the European Union by the United Kingdom.
- 24.5 The Supplier may not rely on clause 24.1 to the extent that the inability to perform its obligations arises directly or indirectly out of a failure by the Supplier to comply with its Business Continuity Plan.

25 Relationships created by this Contract

- 25.1 This Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent itself accordingly and ensure the Supplier Staff do so.

26 Giving up contract rights

- 26.1 A partial or full waiver or relaxation of the terms of this Contract by one Party is only valid if it is stated to be a waiver in writing to the other Party.

27 Transferring responsibilities

- 27.1 The Supplier must not assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract without Approval.
- 27.2 The Authority can assign, novate or transfer this Contract or any part of it to any Crown Body, public sector body or private sector body which performs the functions of the Authority.
- 27.3 The Supplier must enter into a novation agreement in the form that the Authority specifies where the Authority wishes to exercise its rights under clause 27.2.
- 27.4 The Supplier can terminate this Contract novated under clause 27.2 to a private sector body where an Insolvency Event occurs in respect of that private sector body.
- 27.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

28 Changing this Contract

- 28.1 If any change is required which is an Inclusive TQ Change, clause 8 (*TQ Changes*) shall apply in relation to such change, and this clause 28 shall not apply to any Inclusive TQ Change.
- 28.2 Either Party can request a Variation to this Contract, including the addition or removal of one or more Occupational Specialist Components.
- 28.3 The Supplier cannot unreasonably withhold or delay their consent to a Variation to this Contract.
- 28.4 The Supplier must provide an Impact Assessment either:
- 28.4.1 with the Variation Form, where the Supplier requests the Variation; or
- 28.4.2 within the time limits included in a Variation Form where the Authority requests the Variation.

- 28.5 If the Variation cannot be agreed or resolved by the Parties, the Authority can either:
- 28.5.1 agree that this Contract continues without the Variation; or
 - 28.5.2 treat such failure as a Dispute which shall be addressed through the Dispute Resolution Procedure.
- 28.6 A Variation of this Contract is only effective if agreed in writing and signed by both Parties.
- 28.7 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges and/or the Fees in respect of that change.
- 28.8 If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Supplier must give the Authority notice of the likely effects of the Specific Change in Law as soon as reasonably practical. The Supplier must also say if it thinks any Variation is needed either to the Services, the Products and/or this Contract and provide evidence:
- 28.8.1 that the Supplier has kept costs as low as possible and/or maximised any cost savings (as the case may be) including any Subcontractor costs; and
 - 28.8.2 of how it has affected or will affect the Supplier's costs and/or those of any Subcontractor.
- 28.9 Any Variation because of a Specific Change in Law must be implemented using clauses 28.1 to 28.6.
- 28.10 If another awarding organisation has a contract with the Authority for the provision of services similar to the Services to deliver a different technical qualification as part of the T Levels Programme and that other awarding organisation suffers a Supplier Termination Event following which its contract with the Authority is terminated or the relevant contract is otherwise lawfully terminated, the Supplier agrees that the Authority shall have the option to request that the Supplier takes over the delivery of that different technical qualification and any related services as a Variation, which will be implemented using clauses 28.1 to 28.6. The Charges and Fees relating to such a Variation shall be agreed between the Parties as part of the Impact Assessment for

the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Variation. The relevant Charges and Fees shall:

- 28.10.1 be a reasonable cost for implementing the Variation in the circumstances;
- 28.10.2 take into account the charges and fees that the other awarding organisation was charging in relation to that different technical qualification prior to suffering the Supplier Termination Event; and
- 28.10.3 take into account and be calculated using:
 - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
 - (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Variation; and
 - (iii) the same basis and the same logic used by the Supplier to determine the relevant costs, Charges and Fees for the Services.

29 How to communicate about this Contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. Unless expressly stated in this Contract or otherwise communicated in writing by the Authority, an email is not effective notice unless also sent by post or delivered by hand on the same day. For the avoidance of doubt, this clause 29.1 does not apply to a Variation, which must be implemented in accordance with clauses 28.2 to 28.6.
- 29.2 Subject to clause 29.1, notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management [REDACTED] and the Authority's Head of Legal [REDACTED]
- 29.3 Subject to clause 29.1, notices to the Supplier must be sent to the Supplier Authorised Representative's address and email address.

- 29.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30 Dealing with claims

- 30.1 If a Beneficiary is notified of or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim or enter into any agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation (or, in the case of the Authority as a Beneficiary, the reputation of the Authority, the Department and/or the ESFA or the wider T Levels Programme).
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the relevant Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31 Preventing fraud, bribery and corruption

31.1 The Supplier must not during the Term:

- 31.1.1 commit a Prohibited Act or any other criminal offence in regulations 38(8), 38(9) and/or 38(10) of the Regulations; and/or
- 31.1.2 do or allow anything which would cause the Authority, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

31.2 The Supplier must during the Term:

- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- 31.2.2 keep full records to show it has complied with its obligations under this clause 31 and give copies to the Authority on request; and
- 31.2.3 if required by the Authority, within 20 Working Days of the Effective Date, and then annually, certify in writing to the Authority, that it has complied with this clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Authority if it becomes aware of any breach of clauses 31.1 or 31.2, or has any reason to think that it, or any of the Supplier Staff, has either:

- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Crown Body;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; or

- 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Authority as required by clause 31.3, the Supplier must respond promptly to the Authority's further enquiries, co-operate with any investigation and allow the Audit of any relevant books, records and documentation.
- 31.5 In any notice the Supplier gives under clause 31.4 it must specify the:
- 31.5.1 Prohibited Act;
- 31.5.2 identity of the party who it thinks has committed the Prohibited Act; and
- 31.5.3 action it has decided to take.

32 Equality, diversity, human rights and modern slavery

- 32.1 The Supplier must perform its obligations under this Contract (including those in relation to the Services), in accordance with:
- 32.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- 32.1.2 any other requirements and instructions which the Authority reasonably imposes related to equality Law.
- 32.2 The Supplier must perform its obligations under this Contract (including those in relation to the Services) giving consideration to the Authority's Equity, Diversity and Inclusion toolkit as published on the Authority's website or provided to the Supplier from time to time.
- 32.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 32.4 The Supplier must use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains and must notify the Authority immediately if it

becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.

- 32.5 The Supplier must at all times conduct its business in a manner that is consistent with any anti-slavery policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this clause 32.4 and/or as may be requested or otherwise required by the Authority in accordance with any Authority anti-slavery policy.

33 Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:

- 33.1.1 all applicable Law regarding health and safety;
- 33.1.2 the Authority's current health and safety policy, as provided to the Supplier, to the extent that Supplier Staff are located at any Authority premises in the course of performing the Services under this Contract.

34 Environment

- 34.1 The Supplier must ensure that Supplier Staff are aware of and comply with the Environmental Policy.

35 Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.
- 35.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
- 35.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

- 35.2.2 indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Services by the Supplier or any Supplier Staff.

36 Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Authority if a Conflict of Interest happens or is expected to happen.
- 36.3 The Authority can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

37 Reporting a breach of this Contract

- 37.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of:
- 37.1.1 Law; or
- 37.1.2 clauses 31 to 36 (inclusive).
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in clause 37.1 to the Authority or a Prescribed Person.

38 Resolving disputes

- 38.1 If there is a Dispute, nominated senior representatives of each Party who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 38.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or

continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 38.3 to 38.5.

38.3 Unless the Authority refers the Dispute to arbitration using clause 38.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

38.3.1 determine the Dispute; and/or

38.3.2 grant interim remedies, or any other provisional or protective relief.

38.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

38.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 38.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 38.4.

38.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

38.7 To the extent that a Dispute relates to whether or not the Supplier has complied with a Condition of Recognition and/or requirement of Ofqual Recognition, the Parties agree that they shall request that Ofqual shall make the final decision as to whether the requirements of that Condition of Recognition and/or Ofqual Recognition have been met and any such decision by Ofqual shall be binding on both Parties.

39 Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Signed by

PEARSON EDUCATION LTD

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Signed by

THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1

Definitions and Interpretation

1 Interpretation

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions and Interpretation*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
 - 1.3.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.6 any reference to this Contract or to any other document shall include any variation, amendment or supplement to such document;
 - 1.3.7 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;

- 1.3.8 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.9 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses of and schedules to the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.10 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.3.11 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

2 Definitions

- 2.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“**Academic Year**” means 1 August to 31 July in the following calendar year;

“**Additional Service**” means each additional service listed in Schedule 6 (*Pricing Schedule*) and detailed in Annex 10 to the Service Requirements;

“**Affected Party**” means the party seeking to claim relief in respect of a Force Majeure Event;

“**Affiliates**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“**Ancillary Materials**” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for use for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier. Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (l) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

“Approval” means the prior written consent of the Authority and “Approve” and “Approved” shall be construed accordingly;

“Approved Assessment Strategy” shall have the meaning given in Schedule 2 (*Service Requirements*);

“Approved Initial TQ Deliverables” means the Initial TQ Deliverables approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be) as such deliverables are reviewed and updated in accordance with this Contract;

“Approved Provider” means an Eligible Provider that has been granted Provider Approval in accordance with clause **7.1** (*Interaction with Providers*) and in respect of which such Provider Approval has not been revoked pursuant to clause **7.2** (*Interaction with Providers*);

“Approved Provider’s Quality Assurance Process” means the quality assurance process referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Approved TQ Specification” means the TQ Specification approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause **8.10** or **8.11** (*TQ Changes*) (as the case may be);

“Assessment Strategy” means the assessment strategy referred to in, and meeting the requirements of, the Product Description for the Assessment Strategy, which unless otherwise agreed in writing with the Authority must be consistent with the relevant details forming part of the Supplier’s Response;

“Assessors” means any assessor appointed by the Supplier to assess performance by Students in respect of the TQ Live Assessment Materials;

“Audit” means the Authority's right to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Authority (including proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services (including the supply of the Products);
- (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (d) identify or investigate actual or suspected breach of clauses 31 to **Error! Unknown switch argument.**, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) verify the Supplier’s compliance with Schedule 9 (*Data Handling and Security Management*);

- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, or their ability to provide the Services including to supply the Products;
- (g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (k) verify the accuracy and completeness of any Management Information delivered or required by this Contract; and/or
- (l) obtain such information as is necessary to undertake a review and/or assessment of the performance of the whole or any part of the T Levels Programme;

“Auditor” means any, or any combination, of:

- (m) the Authority's internal and external auditors;
- (n) the Authority's statutory or regulatory auditors;
- (o) the Comptroller and Auditor General, its staff and/or any appointed representatives of the National Audit Office;
- (p) HM Treasury or the Cabinet Office;
- (q) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (r) successors or assigns of any of the above;

“Authority Authorised Representative” means the person referred to in Schedule 20 as such or the representative appointed by the Authority from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Supplier;

“Authority Procedural Review” means the Authority's procedural review process as published on the Authority's web site from time to time;

“Awarding Organisation” means a body recognised by Ofqual as a provider of certain qualifications;

“Background IPR” means any IPR owned by a party prior to the Effective Date or created or developed by a party independently of this Contract, but does not include IPR in Key Materials;

“Beneficiary” means a Party having (or claiming to have) the benefit of an indemnity under this Contract;

“Breach of Security” means the occurrence of:

- (s) any unauthorised access to or use of the Services and/or the Products, the sites from which the Services are delivered (and/or where the Products are developed, and/or stored) and/or any information and communication technology, information or data (including the Confidential Information and the IfATE Data) used by the Authority and/or the Supplier in connection with this Contract; and/or
- (t) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the IfATE Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract,

in either case as may be more particularly set out in the Security Policy;

“Business Continuity Plan” means the business continuity and disaster recovery plan relating to this Contract, as set out in Schedule 10 (*Business Continuity*);

“Cabinet Office Statement” means the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;

“Change in Law” means any change in Law which impacts on the provision of the Services (including the supply of the Products) and/or the performance of this Contract which comes into force after the Effective Date;

“Charges” means:

- (a) the Development Charge payable to the Supplier by the Authority in accordance with clause 4.1.1 (*Pricing and payments*);
- (b) in respect of any Exclusive TQ Change, the amount (exclusive of any applicable VAT) agreed or determined in respect of such Exclusive TQ Change in accordance with clause 8.6 (*TQ Changes*); and

- (c) in respect of any other Variation, the amount agreed pursuant to clause 28 (*Changing this Contract*) in respect of such Variation;

“Claim” means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

“Cohort” means a group of Students who are registered by an Approved Provider with the Supplier to commence the TQ in the relevant Academic Year;

“Commercially Sensitive Information” means the Confidential Information listed in Schedule 18 (*Commercially Sensitive Information*) comprising of commercially sensitive information relating to the Supplier, its IPR or its business which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

“Comparable Supply” means the supply of services to the Authority or another customer or client of the Supplier that are the same as or similar to the Services (including the supply of products that are the same as or similar to the Products) including services relating to qualifications in England outside the T Levels Programme;

“Conditions of Recognition” means the conditions of Ofqual Recognition imposed on the Supplier by Ofqual including any general level conditions, qualification level conditions, subject level conditions and special conditions;

“Confidential Information” means, subject to clause 19.8 (*What must be kept confidential*), any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **“confidential”**) or which ought reasonably to be considered to be confidential. Confidential Information shall not include Student Related Data;

“Conflict of Interest” means a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under this Contract, in the reasonable opinion of the Authority. This includes where:

- (a) the Supplier’s interests in any activity undertaken by the Supplier, on its behalf, or by an Affiliate of the Supplier have the potential to lead the Supplier to act contrary

to the Supplier's interests in the development, delivery and award of the TQ in accordance with the Conditions of Recognition;

- (b) a person who is connected to the development, delivery or award of the TQ by the Supplier has interests in any other activity which have the potential to lead that person to act contrary to his or her interests in that development, delivery or award in accordance with the Conditions of Recognition; or
- (c) an informed and reasonable observer would conclude that either of these situations was the case;

“Continuing Activities” means activities of the Supplier under this Contract in relation to the TQ which continue following the end of the second Academic Year for the final Exclusive Cohort, such as retakes, appeals, and ongoing records management;

“Contract” means this contract;

“Contract Month” means each calendar month, provided that:

- (a) the first Contract Month shall commence on and from the Effective Date and shall end on the last day of the calendar month in which the Effective Date occurs; and
- (b) the last Contract Month shall commence on and from the first day of the calendar month in which the End Date occurs and shall end on the End Date;

“Contract Period” means the period for which this Contract would remain in force (taking into account any current Extension Period) if not terminated earlier;

“Control” means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controlled”** shall be construed accordingly;

“Controller” has the same meaning as in the GDPR;

“Core Terms” means the terms set out in the main body of this Contract;

“Critical Service Failure” means:

- (a) the Ofqual Recognition of the Supplier to make the TQ available to Approved Providers for delivery to Students is withdrawn;
- (b) a failure by the Supplier to make the Final Submission by the Final Approval Milestone Date or the failure of any Final Submission (or Final Re-Submission) to

- meet the requirements necessary to achieve IfATE Approval (in each case other than where such failure results from a breach of this Contract by the Authority);
- (c) a failure by the Supplier to make a Final Re-Submission within the time period required by clause 5.13.2(*Developing the TQ and achieving IfATE Approval*) (other than where such failure results from a breach of this Contract by the Authority);
 - (d) the Authority withdraws IfATE Approval (having previously awarded IfATE Approval) in accordance with this Contract;
 - (e) any failure by the Supplier to perform a Designated Action within the specified timeframe for that Designated Action (other than where such failure results from a breach of this Contract by the Authority);
 - (f) any Supplier Termination Event which has occurred in respect of the Supplier in its role as an Awarding Organisation for any part of the T Levels Programme outside this Contract;
 - (g) any Breach of Security which either (i) results in material personal data being lost or compromised or shared without authorisation; or (ii) is not notified to the Authority promptly (and in any event within one Working Day);
 - (h) the Supplier breaches its obligations relating to the confidentiality of assessment papers (prior to the relevant assessment date) and/or Student results (prior to the relevant publication date); and
 - (i) any other event, matter or circumstance which is expressed to be (or deemed to be) a Critical Service Failure in this Contract;

“Crown Body” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

“Data Protection Legislation” means:

- (a) the GDPR;
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (c) all applicable Law about the processing of personal data and privacy;

“Default” means any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever

arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Authority;

“Deliverable” means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Department” means the Secretary of State for Education;

“Designated Action” means an action which the Authority requires the Supplier to take within a specified timeframe to obtain and/or maintain IfATE Approval and/or to ensure ongoing compliance of the Supplier with the terms of this Contract and such action may include:

- (a) working in a prescribed way with Authority personnel and/or a third party appointed by the Authority to achieve certain specified performance and/or progress improvements;
- (b) taking appropriate remedial actions in the event that any Initial Development Services and/or interim Products provided during the Development Phase are not in line with the trajectory set out in the Implementation and Delivery Plan;
- (c) temporarily suspending and/or restricting any elements (in full or part) of the Services (including the supply of any Products);
- (d) complying with increased performance monitoring, provision of information and/or increased audit;
- (e) complying with any reasonable instructions of the Authority to help to mitigate actual and/or potential risks associated with delivery of the T Levels Programme; and/or
- (f) providing reasonable cooperation to other Awarding Organisations and third party suppliers of the Authority appointed in connection with the T Levels Programme;

“Development Charge” means the amount (exclusive of any applicable VAT) referred to as the “Qualification development charge” in Schedule 6 (*Pricing Schedule*);

“Development Phase” – The period between commencement of the Contract and the Approval of the TQ, being the period during which the TQ is developed by the Supplier.

“Development Phase Report” means the report referred to in the second row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the second row of the second column of that Table;

“Devolved Administration” means the government of Scotland, Northern Ireland and/or Wales;

“Disclosing Party” means the Party directly or indirectly providing Confidential Information to the other Party in accordance with clause 19 (*What must be kept confidential*);

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Dispute Resolution Procedure” means the dispute resolution procedure set out in clause 38 (*Resolving disputes*);

“Documentation” means descriptions of the Services (including the Products) and KPIs, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under this Contract as:

- (d) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that are utilised to supply the Services or Products;
- (e) is required by the Supplier in order to supply the Services or Products; and/or
- (f) has been or shall be generated for the purpose of supplying the Services or Products;

“Early Exit” means any termination of this Contract that occurs prior to the Supplier achieving IfATE Approval;

“Effective Date” means the date on which the last Party to sign has signed this Contract;

“Effective Date of Variation” means the date on which the Variation Form comes into effect;

“EIRs” means the Environmental Information Regulations 2004;

“Eligible Provider” means any Provider referred to in the list referenced in Part 1 of Annex 8 to the Service Requirements in respect of the relevant Cohort, as such list may be updated from time to time by the Authority, or notified in writing to the Supplier in accordance with Part 2 of Annex 8 to the Service Requirements;

“Emergency Exit” means any termination of this Contract other than an Early Exit that is a:

- (g) termination of the whole or part of this Contract prior to the Expiry Date (as extended by any Extension Period); or
- (h) wrongful termination or repudiation of this Contract by either Party;

“Employee Liability” means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- (i) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (j) unfair, wrongful or constructive dismissal compensation;
- (k) a failure to comply with TUPE;
- (l) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (m) compensation for less favourable treatment of part-time workers or fixed term employees;
- (n) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance in relation to payments made by the Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- (o) claims whether in tort, contract or statute or otherwise;
- (p) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Employer” means any employer who has or is likely to employ Students who have successfully obtained a T Level qualification;

“Employer and Provider Engagement Strategy” means a clear and detailed strategy detailing the approach to engaging with Employers and Providers in relation to the design, development, delivery, validation and update of the TQ and the Services, including the

approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Employers and Providers (as applicable);

"Employer Set Project Grade Exemplar Responses" means actual marked examples of Students' assessment evidence, selected after awarding, as referred to in Service Requirement 5.1, which; meet the requirements for grade A and grade E; are produced (and reviewed each Academic Year) in consultation with Employers; and are accompanied by an explanatory commentary;

"Employer Set Project Guide Exemplar Responses" means indicative guide examples of Students' assessment evidence as referred to in Service Requirement 5.1, which; the Supplier judges would be likely to meet the minimum requirements for grade A and grade E; are produced in consultation with Employers; and are accompanied by an explanatory commentary;

"End Date" means the earlier of:

- (a) the Expiry Date (as extended by any Extension Period implemented by the Authority under clause 15 (*Ending or extending this Contract*) or as reduced by the Authority in accordance with clause 14.3.2 (*What may happen if there are issues with your provision of the Services*); or
- (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;

"Enhanced Entry Fee" shall have the meaning given in paragraph 2.3 of Schedule 6A (Adaptive Pricing)

"Entry Fee" shall have the meaning as referred to at subsection (a) of the definition of Fees;

"Entry Transition Period" means the period from the Effective Date of this Contract to the End Date of the Authority's Contract with the Former Supplier, eg from the point when the Supplier has been awarded a contract for provision of the TQ, but a contract with the Former Supplier remains in place for existing Students;

"Entry Transition Plan" means the plan produced as part of the Supplier's Tender, and included in Schedule 5 (*Supplier's Response*), where relevant, and updated by the Supplier as contemplated by Schedule 4 (*Co-Operation*);

"Environmental Policy" means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release

of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority;

“Equality and Human Rights Commission” means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

“ESFA” means the Education and Skills Funding Agency;

“Exclusive Cohort” has the meaning given in clause 2.2 (*Appointment and exclusivity*);

“Exclusive TQ Change” means:

- (q) the addition of one or more new Occupational Specialist Component(s) which are to be added to the TQ following the Initial Content Date; and/or
- (r) the removal of one or more Occupational Specialist Component(s); and/or
- (s) a TQ Change which is requested by the Authority as a result of revision to a relevant Standard arising out of a statutory review of such Standard by the Authority under section A2D3 of the Apprenticeships, Skills, Children and Learning Act 2009;

“Exemplification Materials” means the Guide Standard Exemplification Materials and the Grade Standard Exemplification Materials;

“Exit Information” has the meaning given to it in paragraph 3.2 of Schedule 12 (*Exit Management*);

“Exit Plan” means the plan produced and updated by the Supplier during the Term in accordance with paragraphs 1 and 2 of Schedule 12 (*Exit Management*);

“Expiry Date” means 2 years following expiry of the final Academic Year for the final Exclusive Cohort;

“Extension Entry Fee” shall have the meaning given in paragraph 3.1.2 of Schedule 6A (Adaptive Pricing);

“Extension Period” means a period equal to that required to provide the Services (including the supply of any Products) to extend the contract –

- (a) for one further Cohort, such period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the fifth Exclusive Cohort commences the TQ; and, at the Authority’s discretion;

- (b) for a second further Cohort, such period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the sixth Exclusive Cohort commences the TQ; and at the Authority's discretion;
- (c) for a third further Cohort, such a period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the seventh Exclusive Cohort commences the TQ;

“Extension Review” shall have the meaning given in paragraph 1.1.2 of Schedule 6A (Adaptive Pricing);

“Fees” means:

- (a) in respect of the provision of the Provider Services (other than the Additional Services), the amount (exclusive of any applicable VAT) referred to as “Entry fee” in Schedule 6 (*Pricing Schedule*) payable per registered Student to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*); and
- (b) the Additional Services, the amount (exclusive of any applicable VAT) applicable to the relevant Additional Service as set against that Additional Service in Schedule 6 (*Pricing Schedule*) payable to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*);
- (c) in each case, as such fees are adjusted in accordance with clauses 4.12 and 4.13 (*Pricing and payments*);

“First Extension” shall have the meaning given in paragraph 3.1 of Schedule 6A (Adaptive Pricing);

“Final Approval Milestone” means the Milestone set out in the third row of the Table in Annex 7 to the Service Requirements;

“Final Approval Milestone Date” means the date set out against the Final Approval Milestone in the second column of the Table at Annex 7 to the Service Requirements;

“Final Milestone Payment” means an amount equal to 30% of the Development Charge;

“Final Re-Submission” means the relevant documentation and/or additional information that the Supplier is required to re-submit in accordance with clause 5.13.2 (*Developing the TQ and achieving IfATE Approval*);

“Final Submission” means the Submission applicable to the Final Approval Milestone;

“Final Updated Projection” shall have the meaning given in paragraph 3.1.1 of Schedule 6A (Adaptive Pricing);

“FOIA” means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

“Force Majeure Event” means, subject to clause 24.4 (*Circumstances beyond either Party’s control*), any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Staff or any other failure in the Supplier’s or a Subcontractor’s supply chain;

“Force Majeure Notice” means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

“Former Supplier” means the Awarding Organisation that is operating or operated the T Level technical education qualification under the Original Contract;

“Former Supplier’s TQ” means a technical education qualification forming part of the T Levels Programme which is replaced by the TQ which is the subject of this Contract;

“Former Supplier’s TQ Specification” means the Specification of Content, the Scheme of Assessment and the Approved Provider’s Quality Assurance Process, designed, developed and delivered by a Former Supplier that meets all of the requirements of the Product Description for the TQ Specification; including any TQ Changes required by the Authority notified to the Former Supplier;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

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

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which also affects and/or relates to a Comparable Supply;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the exercise of 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 within the relevant industry or business sector;

“Grade Standard Exemplification Materials” means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials;

“Guide Standard Exemplification Materials” means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials and Approved by the Authority;

“IfATE Approval” means approval by the Authority pursuant to section -A2D3 of the Apprenticeships, Skills, Children and Learning Act 2009 for the TQ to be made available to Approved Providers and/or Students based on the TQ meeting the requirements of paragraph 2.1 or 2.3 of Part 1 of the Services Requirements as applicable to the satisfaction of the Authority;

“IfATE Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:
 - (i) are supplied to the Supplier by or on behalf of the Authority; or
 - (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract;
- (b) any Personal Data for which the Authority is the Controller; or
- (c) Student Related Data;

“Impact Assessment” means an assessment of the impact of a Variation request completed in good faith, including:

- (d) details of the impact of the proposed Variation on the Services (including the supply of the Products) and the Supplier's ability to meet its other obligations under this Contract;
- (e) details of the cost of implementing the proposed Variation;
- (f) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges and/or the Fees (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (g) a timetable for the implementation, together with any proposals for the testing of, the Variation; and
- (h) such other information as the Authority may reasonably request in (or in response to) the Variation request;

“Implementation and Delivery Plan” means the outline Implementation and Delivery Plan prepared by the Supplier as part of the Supplier's Response for implementation of the Services and supply of the Products (including to meet the Milestones) and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the “Implementation and Delivery Plan”;

“Inclusive TQ Change” means any TQ Change that is not an Exclusive TQ Change;

“Indemnifier” means a Party from whom an indemnity is sought under this Contract;

“Information Commissioner” means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

“Initial Content Date” has the meaning given in clause 8.2 (*TQ Changes*);

“Initial Development Services” shall have the meaning given in paragraph 2.1 of Part 1 of the Service Requirements;

“Initial Projection” shall have the meaning given in paragraph 2.3 of Schedule 6A (*Adaptive Pricing*);

“Initial TQ Deliverables” means each of:

- (a) The TQ Specification;
- (b) TQ Specimen Assessment Materials;
- (c) the Provider Approval Criteria; and
- (d) the Assessment Strategy;

“Insolvency Event” means:

- (a) in respect of a company:
 - (i) 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; or
 - (ii) 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); or
 - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) 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; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) in respect of an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (i) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (ii) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (iii) all other rights having equivalent or similar effect in any country or jurisdiction;

“Interim Milestone” means each of the interim Milestones specified in the Table in Annex 7 to the Service Requirements;

“Interim Milestone Payment” means:

- (i) in respect of Interim Milestone 1, an amount equal to 30% of the Development Charge;
- (ii) in respect of the Interim Milestone 2, an amount equal to 40% of the Development Charge;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Contract;

“Issues Log” means the issues log referred to in, and meeting the requirements of, the Product Description for the Issues Log;

“Key Dates Schedule” means a schedule of key dates in relation to the roll-out and operation of the TQ and other technical education qualifications across the T Levels Programme including registration dates and deadlines, assessment dates, and dates for publication of results, which is based on the indicative key dates schedule in Annex 5 to the Service Requirements and is agreed in relation to the T Levels Programme between Awarding Organisations pursuant to Schedule 4 (Co-operation) and Approved by the Authority;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably

require ownership of the IPR include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (i) specifications of content for each TQ including core and all specialist components;
- (ii) assessment guidelines (for Providers);
- (iii) quality assurance requirements (for Providers);
- (iv) specimen assessment materials;
- (v) standards exemplification materials;
- (vi) supplementary specimen assessment materials;
- (vii) employer set project guide exemplar responses;
- (viii) employer set project grade exemplar responses;
- (ix) updates or redevelopments of specifications of content;
- (x) updates and redevelopments of any Key Materials; and
- (xi) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes;

Key Materials shall not include:

- 1. Support Materials, insofar as they are not part of any of the expressly included items listed above;
- 2. question banks, insofar as they are not part of any of the expressly included items listed above and are not developed for the TQ; and
- 3. any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Key Personnel” means the individuals identified as such in the Annex to Schedule 7 (*Staff (including Key Personnel)*) as at the Effective Date or as amended from time to time in accordance with paragraph 1.2 of Schedule 7 (*Staff (including Key Personnel)*);

“Key Roles” means the roles stated in the Annex to Schedule 7 (*Staff (including Key Personnel)*) as at the Effective Date or as amended from time to time in accordance with paragraph 1.2 of Schedule 7 (Staff (including Key Personnel));

“Key Sub-Contract” means each Sub-Contract with a Key Subcontractor;

“Key Subcontractor” means any Subcontractor:

(a) which is relied upon to deliver any material part of the Services (including to supply any Products); and/or

(b) which, in the opinion of the Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Services (including the supply of any Products),

and which, as at the Effective Date, are listed in Annex 1 to Schedule 8 (Supply Chain (including approved Subcontractors));

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services and/or the Products;

“KPI” means a key performance indicator applicable to the provision of the Services (including the supply of the Products), as set out in the first column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“KPI Improvement Plan” shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

“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 the Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including reasonable legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“Management Information” means the management information to be delivered to the Authority by the Supplier, as set out or referred to in Annex 9 to the Service Requirements;

“Mid-term Review” shall have the meaning given in paragraph 1.1.1 of Schedule 6A (Adaptive Pricing);

“Milestone” means an event or task to be performed as part of the provision of the Services (and/or the supply of the Products) by a specific date as described in the first column of the Table in Annex 7 to the Service Requirements;

“Moderation” means the Supplier assessment process designed to ensure that, where Approved Provider marking is undertaken in accordance with the Approved Assessment Strategy, such marking is scrutinised by a Moderator to ensure that it is in line with expected standards and Students’ marks are adjusted where necessary; and **“Moderate”** will be construed accordingly;

“Moderator” means a moderator, external to the Approved Provider, employed or engaged by the Supplier to moderate marking undertaken by assessors employed or engaged by the Approved Provider of Students’ performance in respect of the TQ Live Assessment Materials;

“Month” means a calendar month and **“Monthly”** shall be interpreted accordingly;

“National Insurance” means contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

“Notified Sub-contractor” means a Sub-contractor to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Occupation” means a set of jobs where the main tasks and duties are characterised by a high degree of similarity, where a “job” is a role connected to a specific employment contract in a workplace;

“Occupational Map” means, for each Route, a map which groups Occupations according to where there is a requirement for shared technical knowledge, skills, and behaviours, and identifies the Occupations for which Standards exist;

“Occupational Standard” means the description of the Occupation and the outcomes (knowledge, skills and behaviours) which a Student will be expected to attain to successfully achieve competence in that Occupation, as approved and published by the Authority;

“Occupational Specialist Component” means each occupational specialist component of the TQ as referred to in the Former Supplier’s TQ Specification and/or if relevant, the Outline Content;

“Ofqual” means the Office of Qualifications and Examinations Regulation, a statutory body created under the Apprenticeships, Skills, Children and Learning Act 2009, as amended by the Education Act 2011, to regulate qualifications, examinations and assessments in England;

“Ofqual Recognition” means recognition of the Supplier by Ofqual in respect of the TQ under section 132 of the Apprenticeships, Skills, Children and Learning Act 2009;

“Ongoing Development Services” shall have the meaning given in paragraph 2.3 of Part 1 of the Service Requirements;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a TQ or not); and “Operation” and other cognate terms shall have a corresponding meaning;

“Operational Delivery Report” means the report referred to in the third row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the third row of the second column of that Table;

“Ordinary Exit” means any termination of this Contract (other than an Early Exit) that occurs as a result of the expiry of the Contract on the Expiry Date (as extended by any Extension Period);

“Original Contract” means the contract entered into between the Authority and the Former Supplier for the provision of Services (including the supply of any Products) for the TQ prior to the Effective Date of this Contract and remains in place until the end of the Entry Transition Period;

“Outline Content” means the outline content developed for the TQ by the Authority;

“Parliament” takes its natural meaning as interpreted by Law;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Pathway” means a sub-set of a Route, which groups common sets of Occupations into a number of occupational clusters together;

“Performance Monitoring Methodology” means the required evidence and measurement methodology that is to be applied by the Supplier to assess its performance of the relevant part of the Services (including the supply of any Products) to which the KPI in question relates, as such evidence and measurement methodology are set out in the fifth and sixth columns (respectively) of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Performance Monitoring Period” means the period set out against the relevant KPI in the fourth column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Performance Review Meeting” shall have the meaning given in paragraph 3.2 of Schedule 15 (*Monitoring of Performance*);

“Personal Data” means “personal data” (as defined in the GDPR) that are processed under this Contract;

“Portability Purposes” means in order:

- a) to secure a smooth transition to a Skilled Future Supplier;
- b) to enable the Authority to procure a Skilled Future Supplier (including inviting competition and/or tenders), and for a potential Skilled Future Supplier to compete openly and effectively in any future competition or tender for, delivery and/or Operation of the TQ currently delivered by the Supplier and/or a Replacement TQ;
- c) to enable a Skilled Future Supplier to deliver and/or Operate the TQ and/or a Replacement TQ; to enable the Authority and/or any Skilled Future Supplier to carry out or have carried out any Continuing Activities; and/or
- d) to enable a Skilled Future Supplier to supply, to Providers, the TQ and/or Replacement TQ and sufficient information and materials (including Support Materials) for Providers to deliver the TQ in a Transparent manner;

“Post-Results Services” means the Services described in and/or provided pursuant to paragraph 9 of Part 1 of the Service Requirements, including the Additional Services;

“Pre-Delivery Phase” means the period between the Approval of the TQ and the first teaching of the TQ by Providers, being the period during which Supplier and Providers prepare for delivery;

“Prescribed Person” means a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 5 October 2019, available online at:

<https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>;

“Processor” has the same meaning as in the GDPR and **“Processing”**; and **“Processed”** shall be interpreted accordingly;

“Product” means each product listed in the first column of the Table in Part 3 of the Service Requirements;

“Product Description” means the description of the Authority’s minimum requirement for the relevant Product set out in the second column of the Table in Part 3 of the Service Requirements, together with such further information, data and/or content as should reasonably be expected by the Supplier having regard to the Authority’s requirements under this Contract and the Supplier’s obligations under clause 3.1 (*How the Services must be supplied*);

“Prohibited Acts” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body 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 this Contract; or
- (c) committing any offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority or other public body; or

- (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;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students or that provides such services on a privately funded basis;

“Provider Approval” means approval of the Eligible Provider in accordance with clause 7.1 (*Interaction with Providers*);

“Provider Approval Criteria” means the approval criteria referred to in, and meeting the requirements of, the Product Description for the Provider Approval Criteria;

“Provider Contract” means a contract between an Approved Provider and the Supplier in respect of the TQ meeting the requirements set out in Schedule 17 (*Provider Contract requirements*);

“Provider Services” means the Services, other than the Initial Development Services and the Ongoing Development Services;

“Rate Card” means the Supplier’s rate card as set out in Schedule 6 (*Pricing Schedule*);

“Reasonable Adjustments” shall have the meaning given in SR 2.4 of Service Requirement 2 (as defined in the Service Requirements);

“Recipient Party” means the Party which receives or obtains directly or indirectly Confidential Information;

“Reduced Entry Fee” shall have the meaning given in paragraph 2.4 of Schedule 6A (Adaptive Pricing);

“Reduced Extension Entry Fee” shall have the meaning given in paragraph 3.3 of Schedule 6A (Adaptive Pricing);

“Regulated” means the regulation by Ofqual of a qualification which has been Accredited and **“Regulation”** shall be authorised accordingly;

“Regulations” means the Concession Contracts Regulations 2016;

“Relevant Competence” means being a reasonably skilled and competent Awarding Organisation with access to appropriate tools, systems and platforms to operate technical qualifications;

“Relevant Employees” means those employees whose contracts of employment transfer with effect from the Relevant Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;

“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 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;

“Reminder Notice” means a written notice sent in accordance with clause 4.8 (*Pricing and payments*) given by the Supplier to the Authority providing notification that payment has not been received on time, which must be addressed to the Authority Authorised Representative, must set out the sum due, must reference this Contract and clause 4 (*Pricing and payments*) and attach a copy of the relevant valid invoice;

“Replacement Subcontractor” means a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);

“Replacement Services” means any services (including the supply of products) which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time, or where the Authority is providing Replacement Services on its own account, shall also include the Authority;

“Replacement TQ” means a technical education qualification forming part of the T Levels Programme to replace either: (i) the TQ which is the subject of this Contract; or (ii) the equivalent technical qualification which is the subject of a contract with a Future Supplier;

“Request for Information” means a request for information or an apparent request for information relating to this Contract or an apparent request for such information under the FOIA or the EIRs;

“Required Insurances” means the insurances that must be held by the Supplier as required by the Authority meeting the requirements set out in Schedule 19 (*Required Insurances*);

“Resource Plan” means the Resource Plan prepared by the Supplier as part of the Supplier’s Response in relation to the Supplier Staff that shall be utilised (and the manner in which such Supplier Staff shall be utilised) by the Supplier in the performance of the Services and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the “Resource Plan”;

“Re-Submission” shall have the meaning given in clause 5.11.2(i) (*Developing the TQ and achieving IfATE Approval*);

“Risk Register” means the risk register referred to in, and meeting the requirements of, the Product Description for the Risk Register;

“Route” means the broadest category of Occupations in an Occupational Map, typically covering an industrial area;

“Route Panel” means the Authority’s panel responsible for managing the development of the TQ Specification, details of which can be found at:

<https://www.gov.uk/government/publications/t-level-panels-membership>;

“Scheme of Assessment” means the scheme of assessment referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Security Policy” means the Authority’s security policy, in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

“Serious Fraud Office” means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

“Services” means the services as described in the Service Requirements (including the Additional Services);

“Service Failure” shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

“Service Requirements” means the Authority’s requirements for the Services (including the supply of the Products) as set out in Schedule 2 (*Service Requirements*);

“Service Transfer” means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

“Service Transfer Date” means the date of a Service Transfer;

“Skilled Future Supplier” means a Future Supplier with Relevant Competence;

“Social Value” means the additional social benefits that can be achieved in the delivery of the Contract, set out in the Supplier’s Response and/or Supplier’s Tender;

“Special Consideration” shall have the meaning given in SR 2.5 of Service Requirement 2 (as defined in the Service Requirements);

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Services and/or the Products and/or the performance of this Contract is not reasonably foreseeable at the Effective Date. Any change in any Condition of Recognition shall not be a Specific Change in Law;

“Specification of Content” means the specification of the content referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

“Staffing Information” means in relation to all persons identified on the Supplier’s Provisional Supplier Personnel List or Supplier’s Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information” as such term is defined in regulation 11 of TUPE;

“Stakeholders” means the Authority, the Department, ESFA, Ofqual, Providers, Employers and members of the Route Panels;

“Standards” means the Occupational Standards, consisting of a description of the Occupation and the outcomes (knowledge, skills and behaviours) which a Student will be expected to attain to successfully achieve competence in that Occupation, as approved and published by the Authority;

“Storage Media” means the part of any device that is capable of storing and retrieving data;

“Student” means an individual undertaking (or who wishes to undertake) a formal programme of study with an Approved Provider for the T Level of which the TQ forms part;

“Student Information” means information or data relating to an individual Student whether or not the Student can be identified from that information or data;

“Student Related Data” means any information or data relating to Students (including any Student Information) and/or any Provider which is generated and/or acquired by and/or otherwise comes into the possession of the Supplier and/or any Supplier Staff as a result of the performance of the Supplier’s obligations under this Contract;

“Sub-Contract” means any contract or agreement (or proposed contract or agreement), pursuant to which a third party:

- (a) provides the Services and/or supplies any Products (or any part of them) and/or performs the whole or any part of this Contract;
- (b) provides facilities or services necessary for the provision of the Services and/or the supply of any Products (or any part of them) and/or the performs the whole or any part of this Contract; and/or
- (c) is responsible for the management, direction or control of the provision of the Services and/or supply of any Products (or any part of them) and/or the performance of the whole or any part of this Contract;

“Subcontractor” means any person other than the Supplier (and/or an Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), who is a party to a Sub-Contract and the servants or agents of that person;

“Submission” means, in respect of the relevant Milestone, the Products set out against that Milestone in the third column of the Table in Annex 7 to the Service Requirements;

“Submission Date” means, in respect of the relevant Milestone, the date set out against that Milestone in the second column of the Table in Annex 7 to the Service Requirements;

“Submission Issues Log” means the issues log referred to in, and meeting the requirements of, the Product Description for the Submission Issues Log;

“Subsequent Transfer” has the meaning given in paragraph 8.1 of Schedule 12 (*Exit Management*);

“Supplementary Specimen Assessment Materials” means a full suite of sample questions and tasks for the Core Component and Occupational Specialist Component(s) (in addition to the TQ Specimen Assessment Materials), as referred to in Service Requirement 5.1;

“Supplier Authorised Representative” means the person referred to in Schedule 20 as such or the representative appointed by the Supplier from time to time in relation to this Contract as

notified in writing (which may, in the case of this specific notification, be by email only) to the Authority;

“Supplier Personnel” means all employees of the Supplier (and any subcontractor) who are wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services including the development of the Products;

“Supplier Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), any Subcontractor engaged in the performance of the Supplier’s obligations under this Contract and any company or organisation noted in the Supplier’s Tender as forming part of the consortium which submitted the Supplier’s Tender (**“Consortium Member”**) and all directors, officers, employees, agents, consultants and contractors of any such Subcontractor and/or any such Consortium Member engaged in the performance of the Supplier’s obligations under this Contract;

“Supplier’s Final Supplier Personnel List” means a list provided by the Supplier of all Supplier Personnel whose will transfer under TUPE on the Service Transfer Date;

“Supplier’s Provisional Supplier Personnel List” means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

“Supplier’s Response” means that part of the Supplier’s Tender (including any method statements) which is at Schedule 5 (*Supplier’s Response*);

“Supplier’s Tender” means the Supplier’s selection questionnaire and tender responses submitted in response to the Authority’s advertisement in the Find a Tender Service (as referred to in the Recitals to this Contract) for a provider of the Services and supplier of the Products, as clarified in writing by the Supplier to the Authority prior to the date of this Contract in response to any request for clarification issued by the Authority;

“Supplier Termination Event” means:

- (a) the Supplier (i) commits a material Default which is irremediable; or (ii) commits a material Default which is capable of remedy, but which has not been remedied by the Supplier within 30 days of being notified in writing to do so by the Authority;

- (b) a Conflict of Interest arises in connection with the delivery of the Services (and/or the supply of the Products) to which no mitigation acceptable to the Authority can be promptly identified;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) the Supplier is in material Default in respect of any data handling and/or security requirements set out in clauses 13, 18, 19 or Schedule 9 (*Data Handling and Security Management*) (where applicable);
- (e) an Insolvency Event occurring in respect of the Supplier.
- (f) a change of Control of the Supplier.
 - (i) the Authority has given its prior written consent (not to be unreasonably withheld or conditioned) to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (g) a material failure by the Supplier to comply with legal obligations in the fields of environmental, social or labour law;
- (h) the departure from the Supplier of any of its senior officers or Key Personnel where the Authority has reasonable grounds to believe that such departure will impact or could potentially impact the delivery of the Services and/or the supply of any Products unless the Authority has not served its notice of objection within 6 months of the date on which the Authority was informed by the Supplier of such departure;
- (i) the Supplier assigns, transfers or otherwise disposes of its rights, obligations and/or liabilities or seeks to assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract to a third party in breach of the terms of this Contract (including in breach of the requirements of paragraph 1 of Schedule 8 (*Supply Chain (including approved Subcontractors)*);
- (j) the Supplier is in Default under clause 31.1 (*Preventing Fraud, Bribery and Corruption*);
- (k) the Supplier provided incorrect or misleading information as part of the Supplier's Tender;
- (l) the Supplier or any Subcontractor or Affiliate through its act or omission brings the Authority, the Department and/or the ESFA and/or the T Levels Programme into disrepute and/or diminishes the trust the public places in the Authority, the Department and/or the ESFA;
- (m) Not used.

- (n) an occurrence of any of the circumstances in regulations 44(1) (a) to (c) of the Regulations;
- (o) this Contract has been substantially modified in breach of regulation 43(10) of the Regulations;
- (p) the Authority discovers that the Supplier was in one of the situations in regulations 38(8) to 38(10) of the Regulations at the time this Contract was awarded;
- (q) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (“**TFEU**”) to declare that this Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
- (r) a Critical Service Failure occurs; or
- (s) the Supplier fails to comply with clause 35.2 (*Tax*) or fails to provide details of steps being taken and mitigating factors pursuant to clause 35.2 (*Tax*) which in the reasonable opinion of the Authority are acceptable;

“Support Materials” means teaching support materials intended for a Provider or Student audience, such as textbooks, and any other materials which the Authority agrees in writing to be Support Materials;

“Target Service Level” means the target performance level set out against the relevant KPI in the third column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

“Technical Qualifications Explanatory Note” means an explanation of TQs, their purpose and how they are delivered;

“Term” means the period commencing on the Effective Date and ending on the End Date;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

“Third Party” means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Effective Date;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“Transferring Former Supplier Employees” means those employees of the Former Supplier to whom TUPE will apply on a Relevant Transfer Date;

“TQ” means the technical education qualification element of the T Level in respect of the Pathway that is (amongst other things) designed, developed and delivered under this Contract;

“TQ Assignment and Licence” means the assignment and licence in respect of certain Intellectual Property Rights in relation to the TQ in the form set out in Schedule 14 (*Form of Assignment and Licence*);

“TQ Change” means any change or variation to the content of the TQ;

“TQ Content Updating Schedule” means the schedule of dates set out in Annex 6 to the Service Requirements (or such other dates as may be agreed by the Authority from time to time) applicable to the relevant Inclusive TQ Change or Exclusive TQ Change (as the case may be);

“TQ Core Component” means the core component of the TQ referred to in the Former Supplier’s TQ Specification and/or if relevant, the Outline Content;

“TQ Deliverables” means:

- (a) in the period prior to the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements, the Approved Initial TQ Deliverables and the Approved Guide Standard Exemplification Materials; and
- (b) in the period following the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements:
 - (i) the Approved Initial TQ Deliverables; and
 - (ii) the Grade Standard Exemplification Materials,

in each case, as amended in accordance with this Contract;

“TQ Development Meeting” shall have the meaning given in clause 5.4 (*Developing the TQ and achieving IfATE Approval*);

“TQ Live Assessment Materials” shall have the meaning given in Schedule 2 (*Service Requirements*);

“TQ Specification” means the Specification of Content, the Scheme of Assessment and the Approved Provider’s Quality Assurance Process;

“TQ Specimen Assessment Materials” means the specimen assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Specimen Assessment Materials;

“T Level” means the technical study programme known as a “T Level”;

“T Level Awarding Organisations” shall have the meaning given in paragraph 1.1 of Schedule 4 (*Co-operation*);

“T Level Branding Guidelines” means the Authority’s written guidelines prescribing the permitted form and manner in which the trade marks (the “*Mark*” as defined within the T Level Trade Mark Licence) may be used and setting out how the Supplier branding may be used in relation to materials used in the operation of the TQ or to promote the TQ, a copy of which is set out in the document entitled T Level Branding Guidelines, including any amendments or additions notified by the Authority to the Supplier from time to time, provided that the Authority shall where possible provide reasonable notice in writing to the Supplier of any proposed amendments or additions to such guidelines;

“T Level Panel” means the group of Employers, professionals and practitioners appointed to advise on the content of the T Level of which the TQ forms part;

“T Level Trade Mark Licence” means the trade mark licence granted pursuant to Schedule 16 (*Logos and Trademarks – T Level Trade Mark Licence*);

“T Levels Programme” means the programme of technical education in England managed by the Authority and known as “T Levels”;

“Transferable Contracts” means Sub-Contracts, or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Services and/or develop, maintain or supply the Products or the Replacement Services, including all relevant Documentation;

“Transferring Supplier Employee” means those employees whose contract of employment will be transferred to the Authority or a Replacement Supplier pursuant to TUPE on expiry or termination of this Contract;

“Transition Period” means the period from a Replacement Supplier or Future Supplier commencing any aspects of development or delivery of the TQ to the End Date, eg from the point when the Replacement Supplier or Future Supplier has been awarded a contract for provision of the TQ, but while this Contract remains in place for existing Students;

“Transparency Information” has the meaning given to it in clause 20 (*When information can be shared*);

“Transparency Reports” means: (i) the Management Information relating to the Services and performance of this Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements set out in the Service Requirements; and (ii) the output of any survey commissioned by the Authority in connection with the performance of the Supplier under this Contract;

“Transparent” means that Students and Employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;

“TUPE Information” has the meaning given in paragraph 8.5 of Schedule 12 (*Exit Management*);

“Updated Projection” shall have the meaning given in paragraph 2.1 of Schedule 6A (*Adaptive Pricing*);

“Variation” means any variation or change to this Contract which is not an Inclusive TQ Change;

“Variation Form” means the form set out in Schedule 11 (*Change Management*);

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

Schedule 2

Service Requirements

The content for this Schedule is contained in a separate file at:

S2_GEN2W1_DBS_Service_Requirements

S2_A3_GEN2W1_DBS_TQ_Spec

Schedule 2

Service Requirements

S2_GEN2W1_DBS_Service_Requirements

Schedule 2

Service Requirements

Definitions

In this Service Requirements, the following terms shall have the following meanings:

“Appeal” shall have the meaning given in SR 8.2 in Service Requirement 8;

“Approved Assessment Strategy” means the Assessment Strategy approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8 (*TQ Changes*) (as the case may be), subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract;

“Approved Guide Standard Exemplification Materials” means the Guide Standard Exemplification Materials approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract;

“Component” means the TQ Core Component or any Occupational Specialist Component (as the case may be) and **“Components”** shall mean both or all of them (as the context may require);

“Employer Set Project” means a project set collaboratively between the Supplier and Employers, as more particularly referred to in Service Requirement 2;

“External Examination” means each assessment by examination which is:

- (a) set by the Supplier;
- (b) designed to be taken simultaneously by all Students taking the relevant assessment at a time (subject to compliance with the requirements of the Key Dates Schedule for the relevant Academic Year) determined by the Supplier;
- (c) taken under conditions specified by the Supplier (including conditions relating to the supervision of Students taking the relevant assessment and the duration of the assessment); and
- (d) marked by the Supplier.

“First Teach Cohort” means the first group of Students to be assessed on the TQ;

“Guided Learning” means the activity of a Student being taught or instructed by, or otherwise participating in education or training under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training. For these purposes the activity of ‘participating in education or training’ shall be treated as including the activity of being assessed if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training;

“Occupational Entry Competence” means that level of competence that:

- (a) signifies that a Student is well-placed to develop full occupational competence, with further support and development, once in employment;
- (b) is as close to full occupational competence as can be reasonably expected of a Student studying the TQ in a classroom-based setting (e.g. in the classroom, workshops simulated working and (where appropriate) supervised working environments); and
- (c) signifies that a Student has achieved the level for a pass in relation to the relevant Occupational Specialist Component;

“Qualification Purpose” means the purpose of the TQ set out in Annex 1 of this Service Requirements;

“Service Definition Table” means the Table set out in Part 2 of this Service Requirements;

“Service Requirement 1” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 1: Designing, developing and managing TQ Content” in the Service Definition Table;

“Service Requirement 2” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 2: Assessment Design and Delivery” in the Service Definition Table;

“Service Requirement 3” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 3: Grading and Awarding” in the Service Definition Table;

“Service Requirement 4” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 4: Provider Approval” in the Service Definition Table;

“Service Requirement 5” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 5: Provider Support” in the Service Definition Table;

“Service Requirement 6” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 6: Student registration and Student entry” in the Service Definition Table;

“Service Requirement 7” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 7: TQ Results” in the Service Definition Table;

“Service Requirement 8” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 8: TQ Post-Results Services” in the Service Definition Table;

“Service Requirement 9” means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of “Service Requirement 9: Reporting” in the Service Definition Table;

“TQ Critical Path Diagram” means the diagram setting out the critical path for the design, development and delivery of the TQ attached at Annex 4 to the Service Requirements;

“TQ Live Assessment Materials” means the live assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Live Assessment Materials.

Part 1 – Overview of the Service Requirements

1 Introduction

1.1 This Part 1 of this Service Requirements sets out:

- 1.1.1 at paragraph 2, that part of the Services relating to the design, development and delivery of the Initial TQ Deliverables and Guide Standard Exemplification Materials and the review and update of such Initial TQ Deliverables and/or the TQ Deliverables (as the case may be), including the Initial Development Services and the Ongoing Development Services;
- 1.1.2 at paragraph 3, that part of the Services relating to the Provider Approval and monitoring services (as detailed in that paragraph 3);
- 1.1.3 at paragraph 4, that part of the Services relating to the support to be provided to Eligible Providers and Approved Providers (as detailed in that paragraph 4);
- 1.1.4 at paragraph 5, that part of the Services relating to Student registration and Student assessment entry (including Additional Services) (as detailed in that paragraph 5);
- 1.1.5 at paragraph 6, that part of the Services relating to the design and delivery of the TQ Live Assessment Materials (as detailed in that paragraph 6);
- 1.1.6 at paragraph 7, that part of the Services relating to grading and awarding in respect of each Student's performance in respect of the TQ Live Assessment Materials (as detailed in that paragraph 7);
- 1.1.7 at paragraph 8, that part of the Services relating to the provision of results (as detailed in that paragraph 8);
- 1.1.8 at paragraph 9, that part of the Services relating to the provision of Post-Results Services (including Additional Services) (as detailed in that paragraph 9);
- 1.1.9 at paragraph 10, that part of the Services relating to the reporting of Management Information (as detailed in that paragraph 10); and

- 1.1.10 at paragraph 11, such other services as may be necessary to support and/or are associated with the provision of the Services (as detailed in that paragraph 11).
- 1.2 Paragraphs 2 (*Initial TQ Deliverables and development services*) to 9 (*TQ Post-Results Services*) shall be read in conjunction with the TQ Critical Path Diagram.
- 1.3 The Supplier shall design, develop, obtain IfATE Approval for, and deliver to Approved Providers in England, the technical qualification element of the T Level for the relevant Pathway under this Contract, including, without prejudice to its obligations in clause 3.1.8 (*How the Services must be supplied*), performing all of the Services set out in this Service Requirements.
- 1.4 Unless otherwise stated in this Service Requirements, the Supplier shall organise and deliver the Services:
 - 1.4.1 to ensure that the activities contemplated by the Key Dates Schedule for the relevant Academic Year and/or the TQ Content Updating Schedule (and which rely on the performance of the whole or any part of the Services) can be carried out and completed in accordance with such Key Dates Schedule and/or the TQ Content Updating Schedule (as the case may be);
 - 1.4.2 in accordance with the Implementation and Delivery Plan;
 - 1.4.3 in accordance with the Resource Plan;
 - 1.4.4 in accordance with the Approved Assessment Strategy; and
 - 1.4.5 (at all times) taking into account the aims of the Qualification Purpose.
- 1.5 The Supplier shall, subject to paragraphs 2.5 and 2.6 (*Initial TQ Deliverables and development services*) and paragraph 6.3 (*TQ live assessment design and delivery*) and without prejudice to paragraph 2.1 to 2.4 (*Initial TQ Deliverables and development services*) (inclusive), provide a copy of any Products that are developed, amended, updated and/or supplemented from time to time by the Supplier in accordance with this Contract to the Authority as soon as reasonably practicable following such development, amendment, update and/or supplement.
- 1.6 If there is any conflict and/or inconsistency between the provisions of this Service Requirements and the Conditions of Recognition, the Conditions of Recognition shall prevail.

- 1.7 Without prejudice to paragraph 1.4.1, the Supplier shall organise and deliver the Services to ensure that all applicable parts of the Services are provided at such times and in such manner as shall be necessary to facilitate the delivery of the number of assessment series for the TQ as shall be contemplated by the Key Dates Schedule for the relevant Academic Year, subject always to the provisions of paragraphs 1.8 to 1.10 (inclusive).
- 1.8 The Supplier shall ensure that there shall be at least one, but not more than two, assessment series in each Academic Year in respect of each of the assessments for:
- 1.8.1 the TQ Core Component (comprising the External Examination and the Employer Set Project); and
- 1.8.2 the Occupational Specialist Components.
- 1.9 The Supplier acknowledges that the assessments in each Academic Year for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 may be, but are not required to be, held in the same assessment series and so therefore can be for example:
- 1.9.1 provided in a single assessment series (encompassing both such assessments for the TQ Core Component and the Occupational Specialist Components); or
- 1.9.2 provided in two assessment series (for each of such assessments for the TQ Core Component and the Occupational Specialist Components) being a total of four assessment series.
- 1.10 The Supplier shall ensure that:
- 1.10.1 each Student takes all of the assessments for the TQ Core Component referred to in paragraph 1.8.1;
- 1.10.2 each Student takes all of the assessments for each individual Occupational Specialist Component referred to in paragraph 1.8.2 in the same assessment series;
- 1.10.3 a Student may, subject to paragraphs 1.10.1 and 1.10.2, take the assessments for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 in different assessment series (including assessment series in different Academic Years); and

- 1.10.4 its approach to the scheduling of the assessments shall be set out in its Assessment Strategy.

2 Initial TQ Deliverables and development services

Initial Development Services

- 2.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5 (*Developing the TQ and achieving IfATE Approval*), the Supplier shall design, develop and deliver the Initial TQ Deliverables in accordance with (and meeting all of the requirements of):
- 2.1.1 the Product Description for each item forming part of the Initial TQ Deliverables;
 - 2.1.2 the Former Supplier's TQ Specification and/or ,if relevant, the Outline Content;
 - 2.1.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
 - 2.1.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan);
 - 2.1.5 the Resource Plan;
 - 2.1.6 the Assessment Strategy; and
 - 2.1.7 Annex 7 (*Initial Development Milestones*) to this Service Requirements,
- and, in each case, to ensure the delivery of a high quality technical education qualification element of the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "**Initial Development Services**").
- 2.2 The Supplier shall procure that, without prejudice to its obligations in clause 5.13.2 (*Developing the TQ and achieving IfATE Approval*), the Initial TQ Deliverables

(meeting all of the requirements of paragraph 2.1) shall be delivered to the Authority on or prior to the Final Approval Milestone Date.

Ongoing Development Services

2.3 The Supplier shall procure that (without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5.3 (*Developing the TQ and achieving IfATE Approval*) and notwithstanding the achievement of IfATE Approval in respect of the Initial TQ Deliverables) throughout the Term the TQ Deliverables meet (and continue to meet) all of the requirements of:

2.3.1 the Product Description for each item forming part of the TQ Deliverables;

2.3.2 the Former Supplier's TQ Specification and, if relevant, the Outline Content;

2.3.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;

2.3.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan));

2.3.5 the Resource Plan;

2.3.6 the Approved Assessment Strategy; and

2.3.7 clause 8 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements,

and in each case, to ensure the continued delivery of a high quality technical education qualification element for the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "**Ongoing Development Services**").

2.4 The Supplier shall procure that the TQ Deliverables (as amended, supplemented or replaced in accordance with clause 8 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements) shall be delivered to the Authority

on or prior to the applicable date specified on the Key Dates Schedule for the relevant Academic Year or TQ Content Updating Schedule (as applicable).

Updating the Implementation and Delivery Plan and the Resource Plan

- 2.5 Subject to the provisions of paragraph 3 (*Key Personnel*) of Schedule 7 (*Staff including Key Personnel*), the Parties acknowledge and agree that the Implementation and Delivery Plan and the Resource Plan are intended to be live documents that may need to flex from time to time to ensure the continued successful delivery of the Services to the standards required by this Contract and the Supplier shall, throughout the Term, review, amend and update (as necessary) each of the Implementation and Delivery Plan and the Resource Plan to ensure that such Implementation and Delivery Plan and Resource Plan takes into account (and (where applicable) mitigates the effects of) all relevant factors that have impacted or may impact upon the successful delivery of the Services to the standards required by this Contract, provided always that where any such review, amendment and/or update would (or is reasonably likely to) operate to reduce and/or otherwise diminish the Authority's rights and/or remedies and/or the Supplier's liabilities contemplated by this Contract (including where, but for such review, amendment and/or update, the Supplier would (or would be reasonably likely to) be in Default under this Contract), the Supplier shall:

2.5.1 submit such proposed reviewed, amended and/or updated Implementation and Delivery Plan and/or Resource Plan (as the case may be) to the Authority for Approval; and

2.5.2 where the Supplier does not obtain such Approval, the Implementation and Delivery Plan and/or Resource Plan (as the case may be) shall be deemed not to have been so reviewed, amended and/or updated to the extent that such review, amendment and/or update would (or would be reasonably likely to) operate to so reduce the Authority's rights and/or remedies and/or the Supplier's liabilities under this Contract.

Updating the Approved Initial TQ Deliverables and TQ Deliverables

- 2.6 The Supplier shall, notwithstanding the achievement of IfATE Approval in relation to the Initial TQ Deliverables and subject to the provisions of clauses 8.4 and 8.5 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements (which shall apply in respect of the annual review referred to in such clauses 8.4 and 8.5 (*TQ Changes*)), be required to keep under review, and entitled to amend and update, the Approved Initial TQ Deliverables and the TQ Deliverables throughout the

Term to ensure that the Supplier continues to meet its obligations under paragraph 2.3, provided always that the Supplier shall:

- 2.6.1 notify the Authority (as part of the Operational Delivery Report) of any proposed amendments and/or updates to such Approved Initial TQ Deliverables and/or TQ Deliverables; and
- 2.6.2 comply with the applicable requirements of clauses 8.10 and 8.11 (*TQ Changes*) prior to making available any such amended and/or updated Approved Initial TQ Deliverables and/or TQ Deliverables to Approved Providers and provided further that the words “*by the relevant date prescribed by the TQ Content Updating Schedule*” in such clauses 8.10 and 8.11 shall be deemed to be deleted for the purposes of this paragraph 2.6.

3 TQ Provider Approval and monitoring services

- 3.1 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*), the Supplier shall, following IfATE Approval:
 - 3.1.1 provide that part of the Services referred to in the third column of Service Requirement 4 to ensure that the outcomes referred to in the first column of Service Requirement 4 are achieved; and
 - 3.1.2 monitor the delivery by Approved Providers of the TQ (and the Approved Provider’s continuing satisfaction of all of the requirements of the Provider Approval Criteria) in accordance with the monitoring arrangements set out in the Approved Assessment Strategy.¹
- 3.2 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall notify the Authority (and provide full details of the circumstances) as soon as reasonably practicable where:
 - 3.2.1 it reasonably believes that an Eligible Provider may not become an Approved Provider;
 - 3.2.2 an Eligible Provider does not become an Approved Provider;

¹ These proposed arrangements should form part of the Supplier Response.

- 3.2.3 it reasonably believes that an Approved Provider may cease to be an Approved Provider;
 - 3.2.4 an Approved Provider ceases to be an Approved Provider; and/or
 - 3.2.5 the monitoring referred to in paragraph 3.1.2 reveals (and/or the Supplier otherwise becomes aware of):
 - (i) any failure by the Approved Provider to comply with the Approved Provider's Quality Assurance Process in the applicable Provider Contract;
 - (ii) any event, matter or circumstance which has had (or is reasonably likely to have) an adverse impact on Students (including as a result of an Appeal referred to in Service Requirement 8) and/or shall or may bring the T Level Programme into disrepute; and/or
 - (iii) any malpractice and/or maladministration on the part of the Approved Provider (including where any confidential TQ Live Assessment Materials (and/or the content of or information about such TQ Live Assessment Materials) is lost, stolen or transmitted).
- 3.3 The Supplier shall, as soon as reasonably practicable following the occurrence or identification of any matter referred to in paragraph 3.2, notify the Eligible Provider or Approved Provider (as the case may be) of any steps that are necessary to be taken by such Eligible Provider or Approved Provider (as the case may be) to remedy such matters and/or such failure and shall (as soon as reasonably practicable) notify the Authority (and provide full details) of such steps, together with details of the action that the Supplier will be taking to:
- 3.3.1 procure that the Eligible Provider or Approved Provider (as the case may be) takes such steps; and/or
 - 3.3.2 mitigate the effects of such failure and/or matters.
- 3.4 The Supplier shall:
- 3.4.1 use all reasonable endeavours to procure that the Eligible Provider or Approved Provider (as the case may be) takes the steps referred to in paragraph 3.3; and

3.4.2 take the action referred to in paragraph 3.3,

together with, in either case, such further steps and/or action as the Authority may reasonably require following the notification referred to in paragraph 3.3.

3.5 The Supplier shall (in such manner (including as to timing) as the Authority may reasonably require) keep the Authority updated as to:

3.5.1 the progress by the Eligible Provider or Approved Provider (as the case may be) with the taking of the steps referred to in paragraph 3.3 (including (where applicable) whether the event, matter or circumstance giving rise to the requirement for the taking of such steps has been (or is reasonably likely to be) remedied); and

3.5.2 the action that the Supplier is taking and has taken in accordance with paragraph 3.4,

provided always that where the Supplier fails to comply with its obligations in paragraphs 3.2 to 3.4 (inclusive), such failure shall (notwithstanding the provisions of clauses 14.2.1 to 14.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions this Contract (including clause 14.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

4 TQ Provider support services

4.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and Schedule 4 (*Co-operation*), the Supplier shall, throughout the Term, provide that part of the Services referred to in, and in accordance with, the third column of Service Requirement 5 to:

4.1.1 ensure that the outcomes referred to in the first column of Service Requirement 5 are achieved; and

4.1.2 following achievement of IfATE Approval, facilitate the implementation by Providers of the TQ in accordance with the Approved TQ Specification.

4.2 The Supplier shall, subject always to clause 4.12 and 4.13 (*Pricing and payments*), in respect of:

- 4.3 the Fees for the first Academic Year for the first Exclusive Cohort, make available details of the Fees to Eligible Providers and Approved Providers as soon as reasonably practicable;
- 4.4 the Fees for the second Academic Year, make available details of the Fees to Eligible Providers and Approved Providers no later than 30 April prior to the start of the second Academic Year; and
- 4.5 the third and each subsequent Academic Year, publish details of the Fees to Approved Providers no later than 30 April prior to the start of the relevant Academic Year.

5 Student registration and Student entry

- 5.1 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly registered for the TQ and in the manner contemplated by Service Requirement 6.
- 5.2 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly entered for assessment in respect of:
 - 5.2.1 the TQ Core Component; and
 - 5.2.2 each Occupational Specialist Component,for which they are undertaking assessment.
- 5.3 The Supplier shall, following a request from an Approved Provider, provide the Additional Services referred to as “Late entry or entry amendment”, “Late registration or registration amendment”, “Very late entry or entry amendment” or “Very late registration or registration amendment” (as the case may be) in accordance with the applicable requirements set out against that Additional Service in Annex 10 (*Additional Services*) to this Service Requirements.
- 5.4 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that, following IfATE Approval and (as applicable) in each Contract Month throughout the remainder of the Term, details of the registrations and assessment entries referred to in paragraph 5.1 and 5.2 are reported to the Authority in the Management Information

that is provided in respect of the Contract Month in which such registrations and/or entries are made, such reports to meet the requirements set out in the third column of each of Service Requirement 6 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 6 and Service Requirement 9 are achieved.

5.5 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and elsewhere in this Service Requirements, the Supplier shall, as soon as reasonably practicable after:

5.5.1 becoming aware of any Approved Provider that is not registering any Students for the TQ (as contemplated by paragraph 5.1) and/or not entering Students for assessment (as contemplated by paragraph 5.2); and/or

5.5.2 becoming concerned as to the number of Students being registered for the TQ and/or being entered for assessment,

notify the Authority (together with full details) of such matter and/or concern.

6 TQ live assessment design and delivery

6.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)):

6.1.1 on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, design, develop and make available to Approved Providers the TQ Live Assessment Materials;

6.1.2 during the period specified on the Key Dates Schedule for the relevant Academic Year, administer the delivery by the Approved Providers of the TQ Live Assessment Materials and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials; and

6.1.3 during the period specified on the Key Dates Schedule for the relevant Academic Year and following a request from an Approved Provider, administer the delivery by that Approved Provider of the TQ Live Assessment Materials in respect of the Additional Services referred to as "Retakes" in accordance with the applicable requirements set out against that Additional Service in Annex 10 (*Additional Services*) of this Service

Requirements and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials,

in each case, in accordance with the then current Approved Assessment Strategy, subject to paragraph 6.2, the then current Approved Guide Standard Exemplification Materials or Grade Standard Exemplification Materials (as the case may be) and the requirements set out in the third column of Service Requirement 2 so as to ensure that the outcomes referred to in the first column of Service Requirement 2 are achieved.

6.2 The Supplier shall:

6.2.1 in respect of the First Teach Cohort for the relevant element of the Occupational Specialist Component, require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Approved Guide Standard Exemplification Materials for the purposes of assessing each Student's performance in respect of the TQ Live Assessment Materials; and

6.2.2 following grading of Student performance in respect of the TQ Live Assessment Materials undertaken by the First Teach Cohort of the relevant element of the Occupational Specialist Component and for each subsequent Cohort, develop, make available and require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Grade Standard Exemplification Materials.

6.3 The Supplier shall provide a copy of the TQ Live Assessment Materials to the Authority as soon as reasonably practicable following the date on which such TQ Live Assessment Materials are first made available to Students.

7 TQ grade awarding

7.1 Following completion of the live assessments referred to in paragraphs 6.1.2 and 6.1.3 (*TQ live assessment design and delivery*) in the relevant Academic Year, the Supplier shall (as soon as reasonably practicable but not later than the date specified on the Key Dates Schedule for the relevant Academic Year for such live assessments for that

Academic Year) assign a grade to each Student (to reflect the relevant marks awarded to each such Student) in respect of their performance in the assessment for the TQ Core Component and each Occupational Specialist Component that each such Student has undertaken in accordance with the requirements set out in the third column of Service Requirement 3 and so as to ensure that the outcomes referred to in the first column of Service Requirement 3 are achieved.

8 TQ results

8.1 The Supplier shall (as soon as reasonably practicable following completion of its obligations in paragraph 7.1 (*TQ grade awarding*), but not later than the date specified on the Key Dates Schedule for the relevant Academic Year), provide the results for each Student in the Cohort to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) in accordance with paragraph 8.2, such results to include details of:

8.1.1 the mark and grade awarded for the TQ Core Component;

8.1.2 the mark and grade awarded for each Occupational Specialist Component;
and

8.1.3 such information and/or data as is required (including grade boundaries) by the Authority to award an overall grade for the T Level,

in each case, in respect of each TQ assessment that the relevant Student has undertaken.

8.2 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that the results referred to in paragraph 8.1 are provided to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) and reported to the Authority in the Management Information that is provided in respect of the Contract Month in which such results are required to be provided in accordance with paragraph 8.1, such results and report to meet the requirements set out in the third column of each of Service Requirement 7 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 7 and Service Requirement 9 are achieved.

8.3 The Supplier shall (on the date specified on the Key Dates Schedule for the relevant Academic Year) provide to the Approved Provider a breakdown of attainment to allow

any Approved Provider and/or Student to make informed decisions about applications for (amongst other things) marking reviews and/or appeals (including a Review of Marking and/or Appeal as referred to in Annex 10 (*Additional Services*) to this Service Requirements), such breakdown (subject always to the provisions of clauses 13.10 to 13.12 (*Intellectual Property Rights*) (inclusive)) to be presented in such manner and/or format as shall not be capable of being regarded, interpreted and/or represented as a formal qualification certificate or statement of achievement.

9 TQ Post-Results Services

9.1 The Supplier shall, following the provision of the results referred to in paragraph 8.1 (*TQ results*) and, in respect of each Cohort, for a period expiring at the end of 2 Academic Years following the end of the final Academic Year for each such Cohort:

9.1.1 respond to enquiries about results; and

9.1.2 following a request from an Approved Provider made in accordance with the applicable Key Dates Schedule(s) referred to in paragraph 9.2, provide the relevant Additional Services requested by that Approved Provider (other than the Additional Services referred to in paragraph 5.3 (*Student registration and Student entry*) and 6.1.3 (*TQ live assessment design and delivery*), to which the provisions of those paragraphs shall apply) in accordance with the applicable requirements set out against the relevant Additional Services in Annex 10 (*Additional Services*) to this Service Requirements, (including as referred to in, and in accordance with, the third column of Service Requirement 8 to ensure that the outcomes referred to in the first column of Service Requirement 8 are achieved).

9.2 The Parties acknowledge and agree that the time period within which an Approved Provider may request the provision of the Additional Services referred to in paragraph 9.1.2 in relation to a Student that has undertaken an assessment (including an assessment that is a “Retake”, as referred to in Annex 10 (*Additional Services*)) in an assessment series (the “**Relevant Assessment Series**”) shall be as set out in the Key Dates Schedule(s) for the relevant Academic Year(s) applicable to the Relevant Assessment Series (including any Key Dates Schedule applicable to and/or regulating the provision of Additional Services in respect of assessments undertaken in the Relevant Assessment Series), provided always that nothing in this paragraph 9.2 shall operate to:

9.2.1 prevent or restrict (or be deemed to give rise to a right of the Supplier to prevent or restrict) any “Retakes” from being undertaken (or from being requested to be undertaken) in accordance with paragraph 6.1.3; and/or

9.2.2 extend the period referred to in paragraph 9.1.

10 Reporting

10.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)) in each Contract Month throughout the Term, report to the Authority in accordance with (and provide such information as is required by) the requirements set out in the third column of Service Requirement 9 to ensure that the outcomes referred to in the first column of Service Requirement 9 are achieved.

11 Overarching services

11.1 The Supplier shall:

11.1.1 maintain, update and provide to the Authority (as required by clause 5.5.1 and paragraph 3.1 of Schedule 15 (*Monitoring of Performance*)) each of the Risk Register and the Issues Log;

11.1.2 implement, carry out and complete such steps (and within such time) as the Authority shall reasonably require arising out of the review of the Risk Register and/or the Issues Log pursuant to clause 5.5.1 (*Developing the TQ and achieving IfATE Approval*) and paragraph 3.1 of Schedule 15, (*Monitoring of Performance*) provided always that where the Supplier fails to implement, carry out and complete such steps in accordance with such requirements (including within such time), such failure shall (notwithstanding the provisions of clauses 14.2.1 to 14.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions of this Contract (including clause 14.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

11.2 The Supplier shall provide all of the back-office systems and business processes necessary to enable the delivery of the Services, including IT systems, data security systems, accounting and administrative services.

11.3 The Supplier shall:

- 11.3.1 actively promote the T Level for which it is the TQ provider, coordinated in partnership with, and with the Approval of, the Authority; and
- 11.3.2 adhere to the Authority's guidelines in respect of all publicity and marketing material produced by the Supplier (or its Subcontractors) in relation to the T Level for which it is the TQ provider.
- 11.4 The Supplier shall, following any reasonable request from the Authority:
 - 11.4.1 participate in and support any promotional activities intended to increase the uptake of T Levels by Providers and/or Students; and
 - 11.4.2 without prejudice to its obligations in Schedule 4 (*Co-operation*) and Schedule 15 (*Monitoring of Performance*), attend and participate in any such meetings as the Authority may reasonably convene from time to time in connection with the T Levels Programme.

12 Efficiency

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13 Social Value Commitments

- 13.1 The Supplier must ensure it takes reasonable measures to meets its Social Value commitments, in full compliance with its response to Q9.6 of the Award Questionnaire in their tender submission.

Part 2 - Service Definition Table

This Part 2 sets out the outcomes each Service must deliver and the minimum requirements the Supplier must meet when delivering each Service.

Service Requirement 1: Designing, developing and managing TQ content			
Outcomes	SR1.1	1	During the Initial Development, any removal of TQ Specification material from the Specification of Content must be justified and validated by a sufficient and representative sample of Employers. Where the Supplier considers that it is necessary to remove content present in the existing TQ Specification, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content.-The Authority shall consider whether such content may be removed from the Specification of Content, provided always that the Authority's decision as to whether such content may be removed from the Specification of Content shall be final.
<p>The Specification of Content is sufficiently clear and appropriately detailed to ensure Approved Providers can properly prepare Students for the TQ assessments.</p> <p>The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to the TQ Core Component are up-to-date and have been validated by employers to ensure that the TQ has continued currency among</p>	Maintenance of the Specification of Content	2	During the Initial Development, the inclusion of additional material must be justified and validated by a sufficient and representative sample of Employers as agreed by the Authority. The Supplier shall ensure that the Specification of Content does not include entirely new content, as distinct from updated content, that is not included in the existing TQ Specification, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to include entirely new content, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content. The Authority shall consider whether such new content may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such new content may be included as part of the Specification of Content shall be final. The Supplier must show that new content must be covered at an appropriate depth for a level 3 qualification.

<p>Employers and other end-users (including higher education providers).</p> <p>The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to each Occupational Specialist Component are up-to-date and ensure that the TQ has continued currency among Employers and other end-users (including higher education providers).</p>		<p>3 During the delivery period the Supplier must ensure that the Specification of Content :</p> <ul style="list-style-type: none"> (a) enables accurate interpretation of the Specification of Content by Approved Providers (including to facilitate a clear and consistent understanding by Approved Providers of what is required to be taught and assessed for the TQ and to enable Approved Providers to determine (i) the level of competence required for staff who assess learning and (ii) any other physical requirements (such as facilities and hardware) integral to successful learning for the TQ); (b) supports Student progression and adaptability; (c) enables Students to achieve Occupational Entry Competence in relation to each Occupational Specialist Component; and (d) ensures that English, mathematics and digital content is integrated within the rest of the content in such manner as shall ensure such content is delivered and assessed in appropriate occupationally specific contexts. <p>4 Components should follow the same structure as set out in the existing TQ Specification. The Supplier shall not move elements of the existing TQ Specification which relate to one Component into another Component, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to move content from one Component to another, it shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such content may be moved, provided always that the Authority's decision as to whether such content may be moved shall be final.</p> <p>5 The TQ has two types of Component. The Supplier shall ensure that:</p> <ul style="list-style-type: none"> (e) the TQ has only two types of Component and is not unitised any further, such that only the TQ Core Component and each Occupational Specialist Component are formally graded;
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		<p>(f) the TQ Core Component clearly assesses the core knowledge, understanding, skills and behaviours relevant to all occupations within the T Level; and</p> <p>(g) each Occupational Specialist Component clearly assesses the occupationally specific knowledge, understanding, skills and behaviours relevant to the occupations within the T Level.</p>
	6	<p>The TQ must not be biased towards any Occupational Specialist Component. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall ensure that the TQ Core Component is not biased towards any particular Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.</p>
	7	<p>The TQ and its Components must be appropriately titled. The Supplier shall ensure that the TQ and the Components reflect the titling conventions in the Former Supplier's TQ Specification and, if relevant, the Outline Content. The Supplier shall agree any amendments to the titling conventions of the TQ with the Authority and shall then use only this agreed title to refer to the TQ.</p>
	8	<p>The Specification of Content must support fair access to attainment, including for Students with special educational needs and/or disabilities. Without prejudice to the Supplier's obligations in clause 3.1.7 (<i>How the Services must be supplied</i>) and clause 32 (<i>Equality, diversity, human rights and anti-slavery</i>), the Supplier shall comply with all applicable Law and shall ensure that the Specification of Content is inclusive, including providing for Reasonable Adjustments and Special Consideration (as defined in SR 2.4 and SR 2.5 (respectively) below). The Supplier shall provide evidence that it has considered and addressed all such applicable Law relating to delivery of fair access to the TQ.</p>
	9	<p>Set recommended Guided Learning hours for each part of each Component. The Supplier shall ensure that the Specification of Content details the recommended Guided Learning hours for each part of the TQ Core Component and each Occupational Specialist Component, including the recommended Guided Learning hours for both delivery and assessment of each such part of each such Component, provided that (i) such recommended hours are between a minimum of 900 hours and a maximum of 1400 hours and (ii) the maximum number of hours within the recommended range for the TQ Core Component are no more than 50%, and no</p>

		<p>less than 20%, of the overall time for the TQ. The Supplier shall provide a clear and detailed rationale for such recommended Guided Learning hours as part of its Assessment Strategy included with the Submission for the Final Approval Milestone to the Authority, or earlier at the Authority's request, and the Authority shall consider whether such proposed recommended Guided Learning hours may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such recommended Guided Learning hours may be included as part of the Specification of Content shall be final.</p> <p>10 Combination of Occupational Specialist Components. Where a T Level features more than one Occupational Specialist Component these should be specified as options from which a Student will typically select one Occupational Specialist Component. Where a Student is required to study two Occupational Specialist Components, the Supplier shall specify any prohibited combinations of Occupational Specialist Components, for example where there is overlap between the Occupational Specialist Component content or where there would be insufficient time to study a particular combination. The Supplier shall make it clear that Approved Providers can select the Occupational Specialist Component(s) they wish to deliver within these rules. Where rules of combination are given, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 which explains how any combinations are compatible and achievable within the duration of the TQ.</p> <p>11 Where, in exceptional circumstances, the Supplier proposes to give Students the option to study more than two Occupational Specialist Components, it must provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such rules of combination are appropriate, provided always that the Authority's decision as to whether such rules of combination are appropriate shall be final.</p>
Service Requirement 2: Assessment design and delivery		
Outcomes The TQ provides for optimal assessment and reliable evidence	SR 2.1 Assessment quality	<p>1 The Supplier shall ensure that:</p> <p>(a) the Scheme of Assessment, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials provide the optimum balance of the assessment principles set out below; and</p>

<p>of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's Specification of Content and, if relevant, the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p>		<p>(b) the Assessment Strategy sets out a detailed rationale to explain how the TQ Specification, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials meet these assessment principles.</p> <p>Assessment principles</p> <ol style="list-style-type: none"> 1 Validity. The extent to which the TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) effectively measure what they are intended to measure. This includes the extent to which TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) allow Students to produce assessment evidence for the TQ that clearly corresponds to the Specification of Content and ensures the Specification of Content is not under-represented or misrepresented. 2 Reliability. This is about consistency and so concerns the extent to which the various stages in the TQ assessment process generate outcomes that would be replicated were the assessment repeated. The reliability of an assessment is affected by a range of factors, such as the sampling of assessment tasks and inconsistency in marking by human assessors. Reliability is critical to ensuring standards of attainment are equivalent over time (comparable performance). 3 Comparable performance. The extent to which the same grade for a Component with the same title indicates a comparable level of Student performance across Approved Providers (nationally) and over time. 4 Minimising bias. Ensuring that a TQ assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) does not produce unreasonably adverse outcomes for Students who share a particular characteristic. The Supplier should seek to ensure all Students are treated fairly and the assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) complies with all applicable Law. 5 Minimising malpractice. Ensuring the TQ design (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and processes relating to the delivery of the TQ assessments limit malpractice, including attempts by candidates to communicate with each
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		<p>other during an assessment and failures by Provider staff to comply with Supplier instructions regarding storage of Student assessment evidence.</p> <p>6 Appropriate demand. This relates to the level of difficulty of a TQ assessment task (including within the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and the requirements of the relevant part of the Specification of Content which is to be assessed and any expectations of performance at specified grades. Demand should be appropriate to a level 3 qualification.</p> <p>7 Manageability. The feasibility of carrying out the TQ assessment processes. A manageable assessment process is one that has reasonable expectations of Students, Approved Providers and (where appropriate) Employers. This will be based on the impact of the assessment process on Students, Approved Providers and (where appropriate) Employers as against the usefulness of the outcomes.</p>
	<p>SR 2.2</p> <p>General assessment delivery requirements</p>	<p>The Supplier shall:</p> <p>1 specify when the TQ assessments can be undertaken during the relevant Academic Year (taking into account any dates prescribed by the Key Dates Schedule for the relevant Academic Year) so that Students have sufficient time to generate assessment evidence and/or demonstrate the required knowledge, understanding, skills and behaviours;</p> <p>2 notwithstanding the number of Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) identified in the Implementation and Delivery Plan and/or the Resource Plan, ensure a sufficient number of qualified and trained Assessors (and such Moderators) are available to assess Students' assessment evidence for the TQ;</p> <p>3 train Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) so that their judgements in relation to the TQ assessments are consistent and accurate and applied in line with the standards defined by or through such training;</p>

		<p>4 sample the marking of live TQ assessments (to ensure accuracy and consistency) and, where such marking is not accurate and/or consistent, take all such steps as are necessary to ensure that such marking is accurate and consistent;</p> <p>5 ensure the TQ Live Assessment Materials are made available to Approved Providers in English (online and/or in hard copy (as applicable));</p> <p>6 ensure the TQ Live Assessment Materials are available at the right time (online and/or in hard copy (as applicable)) in accordance with this Contract;</p> <p>7 ensure that TQ Live Assessment Materials are free from errors and where any errors are identified in the TQ Live Assessment Materials they are dealt with appropriately, including through the issue of an erratum and by taking all such actions as are necessary to ensure that Students are not disadvantaged as a result of such errors;</p> <p>8 where Student assessment evidence for the TQ is required to be generated under supervised conditions:</p> <p>(a) ensure that the nature of the supervised conditions and the hours for such supervised conditions are detailed in the TQ Specification; and</p> <p>(b) provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 4 to the Authority and the Authority shall consider whether such hours are appropriate, provided always that the Authority's decision as to whether such hours are appropriate shall be final;</p> <p>9 ensure that Approved Providers comply with the Approved Provider's Quality Assurance Process, including:</p> <p>(a) keeping Students' assessment evidence for the TQ secure during and after assessment; and</p> <p>(b) verifying that a Student's assessment evidence for the TQ has been solely produced by that Student;</p>
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		<p>10 following IfATE Approval, monitor the delivery of the TQ to identify any feature which could disadvantage a group of Students who share a particular characteristic and shall, as soon as reasonably practicable following identification of such a feature, take such steps as are necessary to minimise the feature being an unnecessary barrier to Student attainment;</p> <p>11 monitor and investigate instances of malpractice and/or maladministration relating to the TQ in accordance with paragraph 3 (TQ Provider Approval and monitoring services) of Part 1 of this Service Requirements;</p> <p>12 ensure final marks awarded by Assessors (and Moderator final marks and/or judgements, where permitted in accordance with the Approved Assessment Strategy) in relation to the TQ are collected for each Student and checked for accuracy by the relevant date specified in the Implementation and Delivery Plan; and</p> <p>13 where marking is to be applied to Student assessment evidence for the TQ by Assessors (and/or by assessors employed or engaged by Approved Providers and/or Moderation is to be undertaken in relation to such marking (in circumstances where the Approved Assessment Strategy allows for use of assessors employed or engaged by the Approved Provider)), ensure:</p> <p>(a) such Assessors (and assessors and Moderators) are appropriately trained and competent;</p> <p>(b) such Assessors (and Moderators) have no personal interest in the outcome of the marking; and</p> <p>(c) marking and Moderation is conducted in a way which secures the accuracy of marking and a consistent approach to marking, provided always that where the Supplier determines that such marking and/or Moderation is not being undertaken accurately and consistently, it shall correct any inaccuracies and/or inconsistencies and shall take (or shall (where necessary) procure that the relevant Approved Provider and/or Moderator shall take (as the case may be)) all necessary steps to prevent any future recurrence of such inaccuracy and/or inconsistency.</p>
	SR 2.3	<p>1 The Supplier shall ensure that it has all necessary processes in place to ensure that, where TQ Live Assessment Materials are confidential (including the content of or information about</p>

	Confidentiality of TQ Live Assessment Materials	<p>such TQ Live Assessment Materials), all such TQ Live Assessment Materials remain confidential.</p> <p>2 If, notwithstanding the processes referred to above, a breach of confidentiality in relation to the TQ Live Assessment Materials does occur (including through the loss, theft or transmission of confidential TQ Live Assessment Materials) or is either suspected by the Supplier or alleged by any other person (and where there are reasonable grounds for that suspicion or allegation), such matter shall be notified to the Authority in accordance with paragraph 3.2 of Part 1 of this Service Requirements and the provisions of paragraphs 3.3 to 3.5 (inclusive) of such Part 1 of this Service Requirements shall apply.</p>
	<p>SR2.4</p> <p>Reasonable Adjustments</p>	<p>“Reasonable Adjustments” means such adjustments to and/or exemptions from the TQ Live Assessment Materials (as applicable) as are necessary and reasonable (in the context of what is being assessed) to enable a Student with special educational needs and/or disabilities to demonstrate his or her knowledge, understanding, skills and behaviours to the level of attainment required.</p> <p>The Supplier shall:</p> <ol style="list-style-type: none"> 1 have in place clear arrangements for making Reasonable Adjustments; 2 explain (in the Assessment Strategy) how Reasonable Adjustments will be made to support fair access to attainment; and 3 provide details of such arrangements to Approved Providers, <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).</p>
	<p>SR2.5</p> <p>Special Consideration</p>	<p>“Special Consideration” means consideration to be given to a Student who has experienced a temporary illness, injury or other event outside of the Student’s control and which has had, or is reasonably likely to have had, a material effect on that Student’s ability to take a TQ assessment or demonstrate his or her level of attainment in a TQ assessment.</p> <p>The Supplier shall:</p>

		<ol style="list-style-type: none"> 1 have in place clear arrangements for Special Consideration; 2 explain (in the Assessment Strategy) how Special Considerations will be applied to support fair access to attainment; and 3 provide details to Approved Providers of how to request such Special Consideration, <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (<i>Co-operation</i>).</p>
	SR 2.6 TQ Core Component assessment design and delivery	<ol style="list-style-type: none"> 1 The TQ assessments must be appropriately weighted. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall not weight the assessment of the TQ Core Component more heavily towards any one Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component. 2 The Supplier shall assess the TQ Core Component using two distinct methods, as follows: <ol style="list-style-type: none"> (a) the core knowledge and understanding shall be assessed using an External Examination; and (b) the core skills and relevant aspects of core knowledge shall be assessed through the Employer Set Project in accordance with paragraph 3 below, <p>in each case, as referred to in the Specification of Content.</p> 3 Evidence generated by a Student in assessments of the Employer Set Project should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be

		<p>detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.²</p> <p>4 Assessment objectives. The Supplier shall:</p> <p>(a) set out the assessment objectives for each of the External Examination and the Employer Set Project; and</p> <p>(b) specify the relevant weightings as between the External Examination and the Employer Set Project,</p> <p>in each case, in the Scheme of Assessment.</p> <p>5 Minimum performance requirements for the TQ Core Component must be clearly defined. The Supplier shall ensure that:</p> <p>(a) the External Examination and the Employer Set Project are each assessed using compensatory assessment methods, such that high performance in one part of the TQ Core Component assessment compensates for lower performance in another; and</p> <p>(b) the minimum performance requirements for each judgemental grade required for the TQ Core Component shall reference each of the External Examination and the Employer Set Project.</p> <p>6 Devise the External Examination to assess the full range of knowledge and understanding outlined in the TQ Core Component. The Supplier shall ensure that:</p> <p>(a) the External Examination will sample from the full breadth of relevant parts of the Specification of Content; and</p> <p>(b) an indicative sampling grid for the Term is included within the Assessment Strategy.</p>
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² These proposed arrangements should form part of the Supplier's Response.

		<p>7 Assessment of core skills and relevant aspects of knowledge through Employer Set Project. The Supplier shall develop briefs for Employer Set Projects and shall ensure that:</p> <ul style="list-style-type: none"> (a) such briefs are developed in collaboration with Employers; (b) each such brief enables a Student to demonstrate core skills and relevant aspects of core knowledge in an occupationally relevant context; and (c) the Assessment Strategy outlines how such briefs will continue to be relevant to the TQ Core Component throughout the Term and how the Supplier will ensure that such Employer Set Projects do not become predictable and how they will keep pace with the needs of industry, <p>in each case, so that new briefs for Employer Set Projects are made available by the Supplier in each Academic Year.</p>
		<p>8 Engage with relevant Employers to set clear project briefs. The Supplier shall:</p> <ul style="list-style-type: none"> (a) engage with Employers to ensure that sufficient project brief(s) is/are made available to enable Students to demonstrate skills across the breadth of the available Occupational Specialist Component(s), provided always that where the Supplier proposes to make available only one project brief in respect of the TQ to Students and/or proposes to utilise a project brief in respect of more than one Occupational Specialist Component, then: <ul style="list-style-type: none"> (i) the Supplier shall provide a detailed rationale for such proposals as part of its Assessment Strategy included with the Submission for Interim Milestone 1 to the Authority; (ii) the Authority shall consider whether such proposals are acceptable; and (iii) the Authority's decision as to whether such proposals are acceptable shall be final; (b) engage with Employers to ensure that each project brief:

		<ul style="list-style-type: none"> (i) has clear objectives, which align with the Specification of Content and which aim to motivate Students; (ii) requires Students to solve a real world problem; (iii) enables Students to generate sufficient assessment evidence to meet the objectives referred to in (i) immediately above; (iv) clearly sets out the arrangements and restrictions for Approved Providers to support Students in carrying out and completing the Employer Set Project; and (v) allows sufficient time to enable Students to generate sufficient assessment evidence; and <p>(c) obtain evidence of validation from each Employer involved in setting the brief(s) that they approve such brief(s) (and the Supplier shall make available to the Authority a copy of such evidence). Evidence of employer validation must include, but is not limited to, details of the questions asked of Employers, Employer responses and how the AO addressed Employer feedback.</p>
	<p>SR 2.7</p> <p>Occupational Specialist Component assessment design and delivery</p>	<p>1 Assessment of performance outcomes. The Supplier shall ensure that:</p> <ul style="list-style-type: none"> (a) the assessment materials for each Occupational Specialist Component assess all performance outcomes detailed in the Specification of Content for that Occupational Specialist Component; and (b) so far as is reasonably practicable, each assessment is synoptic to reflect how knowledge, understanding, skills and behaviours are drawn together and implemented to develop meaningful occupationally relevant Student assessment evidence, which attests to Occupational Entry Competence, provided always that where the Supplier reasonably determines that it is not possible to assess performance outcomes synoptically, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether it is acceptable not to assess performance outcomes

		<p>synoptically, provided always that the Authority's decision as to whether such approach is appropriate shall be final.</p> <p>2 Evidence generated by a Student in assessments of each Occupational Specialist Component should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.³</p> <p>3 Exemplifying the expected standards of attainment. The Supplier shall, for each Occupational Specialist Component, produce Guide Standard Exemplification Materials (which shall be validated by sufficient and representative sample of Employers and Providers as agreed by the Authority)) for the purposes of IfATE Approval and for the First Teach Cohort and, for each Academic Year following grade awarding for the First Teach Cohort, produce Grade Standard Exemplification Materials (which shall be validated by Employers before results are issued) and submitted to the Authority for agreement by no later than the end of September and published by the end of October of that Academic Year, unless otherwise agreed in writing by the Authority.</p>
Service Requirement 3: Grading and Awarding		
Outcomes Grades awarded for the TQ Core Component and each Occupational Specialist Component	SR 3.1	<p>1 The Supplier shall undertake grading and awarding in accordance with the relevant part of the Approved Assessment Strategy.</p>

³ These proposed arrangements should form part of the Supplier's Response.

<p>are reliable and allow Employers and other end-users (including higher education providers) to accurately identify a Student's level of attainment and effectively differentiate their performance.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p> <p>The minimum pass grade standard for each Occupational Specialist Component attests to Occupational Entry Competence, meets Employer expectations, and is as close to full occupational competence as possible.</p>		
Service Requirement 4: Provider Approval		
<p>Outcomes</p> <p>Approved Providers are capable of</p>	<p>SR4.1</p>	<p>1 The Supplier shall receive and process applications from Eligible Providers to become Approved Providers in accordance with the relevant part of the Approved Assessment Strategy.</p>

delivering the TQ to meet the required standards and expectations.		<p>2 The Supplier shall (within 30 Working Days) following receipt of an application for Provider Approval from an Eligible Provider:</p> <ul style="list-style-type: none"> (a) assess that Eligible Provider against the Provider Approval Criteria to determine whether such Eligible Provider satisfies all of the requirements of the Provider Approval Criteria; (b) notify that Eligible Provider of the outcome of its application; and (c) where the Eligible Provider satisfies all of the requirements of the Provider Approval Criteria, grant Provider Approval in respect of such Eligible Provider.
Service Requirement 5: Provider Support		
<p>Outcomes</p> <p>Approved Providers are fully supported to plan and deliver (including to properly prepare Students for assessment) the TQ to meet the required standards and expectations.</p>	SR 5.1	<p>The Supplier shall ensure that Approved Providers are fully supported to promote, plan and deliver the TQ, including:</p> <ul style="list-style-type: none"> 1 setting out in the TQ Specification and Assessment Guidance for Providers any guidance and support available to the Approved Provider in respect of the TQ, which may include guidance as to sequencing of assessment of any Component; 2 providing a telephone, email and internet facility and ensuring that sufficient, suitably trained contact staff are available to: <ul style="list-style-type: none"> (a) answer Approved Providers' queries regarding the Provider Services and/or the TQ (including enquiries and/or queries about results); (b) deal with complaints in relation to the Provider Services and/or the TQ; and (c) ensure that such queries and/or complaints (and any queries about the T Level Programme, including different programme elements and work placements) are directed to the relevant individual at the Supplier, the Authority or other Stakeholder (as applicable);

		<p>3 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' administration and examination officers, is available, including in relation to:</p> <ul style="list-style-type: none"> (a) key dates for administration of the TQ; (b) how to use any systems to upload materials; and (c) which forms should be used to enable Approved Providers to claim completion of the TQ by the relevant Student; <p>4 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' teaching and learning, is available to ensure the requirements of the TQ are clear and Students can be well prepared for assessment for the TQ, including:</p> <ul style="list-style-type: none"> (a) exemplifying (through the provision of and training in relation to the application of the Guide Standard Exemplification Materials) the expected standards of performance for the TQ for the First Teach Cohort, so that the Approved Providers are able to design effective courses and have a clear understanding of the quality and standards their Students need to achieve; and (b) the development in accordance with Annex 11 to the Service Requirements, of <ul style="list-style-type: none"> (i) Supplementary Specimen Assessment Materials; (ii) Employer Set Project Guide Exemplar Responses; (iii) Employer Set Project Grade Exemplar Responses; and (iv) Accompanying Assessment Guidance for Providers; all of which must be suitable to be used by Approved Providers to prepare Students effectively for live TQ assessments; and (c) exemplifying (through the provision of documentation, including chief examiner and chief moderator reports, which provides an overview or analysis of Student performance and includes but is not limited to, examples of student responses to assessment questions and/or tasks) the expected standards of performance for the TQ,
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		<p>so that Approved Providers are supported in understanding how students performed at item, sub-component and component level to support future teaching and learning.</p> <p>5 undertaking intermittent reviews to ensure that the support remains fit for purpose, taking account of feedback from Approved Providers and amending the support packages as necessary;</p> <p>6 having in place systems and processes to monitor and report to the Authority details of Approved Provider uptake of the TQ Deliverables (and any other Products and/or documents associated with the TQ), ensuring each and every Approved Provider has accessed and is using the current version of the relevant TQ Deliverable.</p> <p>7 aligning training and resources with any wider FE Professional Readiness to Deliver T Levels training and support offered by the Authority; and</p> <p>8 supporting Approved Providers on agreed promotional activity, as appropriate following any reasonable request from the Authority.</p>
Service Requirement 6: Student registration and Student entry		
Outcomes Unique identification of Students	SR 6.1	The Supplier shall procure that Approved Providers register each Student undertaking the TQ in a way that permits the Student to be clearly and uniquely identified.
Service Requirement 7: TQ Results		
Outcomes Accurate and complete results	SR 7.1	The Supplier shall ensure that all results which it issues are accurate and complete and reflect the outcome of the awarding process.

Service Requirement 8: TQ Post-Results Services		
<p>Outcomes</p> <p>The TQ provides for optimal assessment and reliable evidence of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p>	<p>SR 8.1</p> <p>Assessment Review</p>	<p>The Supplier shall ensure a transparent and effective process for review of marks (or (where applicable) Review of Moderation (as defined in Annex 10 (<i>Additional Services</i>) to this Service Requirements) for each Component.⁴</p>
	<p>SR 8.2</p> <p>Appeals Process</p>	<p>1 The Supplier shall operate an appeals process, which enables Approved Providers to appeal:</p> <p>(a) the results of TQ assessments undertaken by Students or (in the case of an appeal in respect of an individual Student) results of TQ assessments undertaken by that Student (including in either case the outcome of a Review of Marking and/or Review of Moderation);</p>

⁴ The proposed process should form part of the Supplier Response. This requirement will simply link to the proper implementation of that process.

		<p>(b) any decisions regarding Reasonable Adjustments and/or Special Consideration for Students or (in the case of an appeal in respect of an individual Student) decisions regarding Reasonable Adjustments and/or Special Consideration for that Student; and</p> <p>(c) decisions which have resulted in action taken against that Approved Provider or (in the case of an appeal in respect of an individual Student) that Student in relation to the TQ, in either case, following an investigation into malpractice or maladministration,⁵</p> <p>(together or individually (as the case may be) an “Appeal”).</p> <p>2 Where, as a result of an Appeal, the Supplier identifies that there is or was (as the case may be) a failure in its TQ assessment process affecting more than one Student, it shall:</p> <p>(a) notify the Authority of such failure (including full details of the impact of such failure);</p> <p>(b) identify all Students who have (or who may reasonably be expected to have) been affected by the failure;</p> <p>(c) correct or, where it cannot be corrected, mitigate as far as possible the effect of the failure; and</p> <p>(d) take all such steps as are necessary to ensure that such failure does not recur in the future,</p> <p>and the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of this Service Requirements shall apply in respect of such failure.</p>
Service Requirement 9: Reporting		
Outcomes Accurate and timely information and data is	SR 9.1	The Supplier shall ensure that the Management Information is provided to the Authority as follows. In the case of:

⁵ The proposed appeals process should form part of the Supplier Responses. This requirement will simply link to the proper implementation of that process.

available throughout the Term		<ol style="list-style-type: none"> 1 the Development Phase Report, in accordance with clause 5.5 (<i>Developing the TQ and achieving IfATE Approval</i>); 2 the Operational Delivery Report, in accordance with paragraph 3.1 of Schedule 15 (<i>Monitoring of Performance</i>); 3 the information and data generated pursuant to paragraph 5 of Part 1 of this Service Requirements, in accordance with paragraph 5.4 of Part 1 of this Service Requirements; 4 the information and data generated pursuant to paragraph 8 of Part 1 of this Service Requirements, in accordance with paragraph 8.2 of Part 1 of this Service Requirements; 5 the information and data relating to the delivery of the Additional Services in accordance with paragraphs 5.3, 6.1.3 and 9.1.2 of Part 1 of this Service Requirements, in each Contract Month; and 6 the information and data relating to adjustment to the Fees pursuant to clauses 4.12 and 4.13 (<i>Pricing and payments</i>), in accordance with clause 4.13.1 (<i>Pricing and payments</i>). 7 the information and data relating to the delivery of the Social Value commitments in accordance with paragraph 13.1 (<i>Social Value Commitments</i>)
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Part 3 – Product Descriptions

This Part 3 sets out the Product Description for each Product.

Product	Description
Assessment Strategy	<p>A clear and detailed explanation for how the TQ meets the outcomes/overall measures and requirements for each Service.</p> <p>In relation to the design of the TQ, the Assessment Strategy shall include details of and a clear and detailed rationale for:</p> <ul style="list-style-type: none">• how the design of the TQ will ensure compliance (including ongoing compliance) with all relevant requirements of this Service Requirements;• (i) individual assessment time for each TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability, and (ii) combined assessment time for the different TQ assessments;• the number of marks for each individual TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability;• how the design of the TQ will ensure appropriate compensation taking into account the requirements of SR 2.6 (5) (a) of Service Requirement 2;• the approach to differentiating for the available grade range in each case;• how Students' interests will be protected if there are changes to the Specification of Content;• the Guided Learning hours for each Component, taking into account the requirements of SR 1.1 (9) of Service Requirement 1;

Product	Description
	<ul style="list-style-type: none"> • if applicable, why Students have been given the option to study more than two Occupational Specialist Components; • the approach to how assessments will be structured, for example in terms of covering the required part of the Specification of Content effectively and achieving the optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2, including: <ul style="list-style-type: none"> ○ the number of tasks and assessments in the External Examination; ○ the number of tasks and assessments in the Employer Set Project; ○ the relative weightings of the External Examination and the Employer Set Project; ○ the number of tasks and assessments for each Occupational Specialist Component; ○ for Occupational Specialist Components, why it is not possible to assess performance outcomes synoptically (if applicable); and ○ how the Former Supplier's TQ Specification and, if relevant, the Outline Content will be covered over the life of the Contract including any proposed approach to sampling. • in very exceptional circumstances where the Supplier considers that there is justification for any assessments in relation to the Employer Set Project and/or the Occupational Specialist Components to be marked by an Approved Provider and not externally marked by an Assessor, a detailed rationale which explains why this is necessary in terms of achieving an optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2 and a detailed explanation of the approach to Moderation. Exceptional circumstances shall include the following factors: <ul style="list-style-type: none"> ○ where the assessment evidence generated by Students is likely to arise spontaneously and/or be ephemeral in nature and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier arranging to be present for every assessment; ○ where the assessment would require repeat measurement over an extended period of time, potentially including measurement of multiple aspects across multiple Students, rather than measurement on a single occasion and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier being present for the whole period of the assessment; ○ where the presence of an Assessor could significantly affect the assessment, for example because it may place undue pressure on Students and therefore undermine fairness, or could require the assessment to be designed and/or completed in an artificial way which would undermine validity; and

Product	Description
	<ul style="list-style-type: none"> ○ where the presence of an Assessor is not possible owing to issues of sensitivity and/or confidentiality with respect to individuals required to participate in the assessment(s), provided always that the factor(s) giving rise to a claim by the Supplier of the existence of any exceptional circumstances are relevant to the content of the TQ, the risks to the validity or manageability of the assessment arising as a result of such factor(s) are significant and such factor(s) and/or risk(s) cannot be managed or mitigated without marking being undertaken by an Approved Provider; • the approach to coverage of the Former Supplier's TQ Specification and, if relevant the Outline Content, including: <ul style="list-style-type: none"> ○ how the Former Supplier's TQ Specification and, if relevant the Outline Content has been covered overall and in each TQ assessment; ○ how the Former Supplier's TQ Specification and, if relevant the Outline Content has been elaborated on where necessary; ○ if applicable, why it is necessary to move elements of the Former Supplier's TQ Specification and, if relevant, the Outline Content which relate to one Component into another Component; and ○ if applicable, why it is necessary to include entirely new content that is not included in the Former Supplier's TQ Specification and, if relevant, the Outline Content into the Specification of Content; • the approach to: <ul style="list-style-type: none"> ○ mapping of the Specification of Content in TQ Specimen Assessment Materials; ○ coverage of the Specification of Content over time; and ○ ensuring the assessments for the TQ Core Component and each Occupational Specialist Component support fair access to attainment, including the approach to Reasonable Adjustments and Special Consideration; • the assessment objectives and weightings for the External Examination and the Employer Set Project; • the approach to targeting assessment objectives in the External Examination and the Employer Set Project, and to targeting performance outcomes in each Occupational Specialist Component; • the approach to each TQ assessment, including: <ul style="list-style-type: none"> ○ an explanation of:

Product	Description
	<ul style="list-style-type: none"> ▪ the range of task types to be used (e.g. multiple-choice, short answer, extended response, practical assignment) and how these will support valid assessment of the Specification of Content; and ▪ the approach to mark scheme and assessment criteria design, including for different task types, and an explanation of how resulting mark schemes and assessment criteria will support reliable application by Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy); ○ sample question/tasks which may be from the TQ Specimen Assessment Materials, and associated mark schemes and assessment criteria, representing the range to be used in each such TQ assessment, with commentaries explaining the approaches; ○ an indicative sampling grid for the External Examination; and ○ how the requirements of SR 2.6 (7) and SR 2.6(8) of Service Requirement 2 have been taken into account. <ul style="list-style-type: none"> • the approach to availability of TQ assessments, including: <ul style="list-style-type: none"> ○ when assessments will be scheduled for the External Examination, the Employer Set Project and each Occupational Specialist Component; ○ how the approach is appropriate, including consideration of: the amount and weight of material to be covered; the extent to which different aspects would be covered sequentially or concurrently; how coherence with the overall T Level Programme will be promoted; the need to ensure that enough time is available for sufficient learning to have taken place (including how Approved Providers will be supported so that they enter Students for a Component's assessments in an appropriate Academic Year and in an appropriate assessment series within that Academic Year, in each case, within the two-year programme for the T Level); and how the approach will support standard setting; ○ when the first assessment cycle will be held for the First Teach Cohort, taking into account the need to ensure that standards are set appropriately in the first Academic Year so they are appropriate to be carried forward to future assessment cycles; ○ arrangements for Students to retake, in full, any or all of the External Examination, the Employer Set Project and each Occupational Specialist Component; and ○ the type of assessment (e.g. online and/or paper-based) for the External Examination, Employer Set Project and each Occupational Specialist Component; and

Product	Description
	<ul style="list-style-type: none"> • quality assuring the design and development of the TQ and its component assessments in line with the requirements set out in the Service Requirements and in line with the Assessment Strategy. <p>Taking into account the approach to availability of TQ assessments, the Assessment Strategy shall include a clear and detailed explanation of any risks that have been identified, how these will be mitigated, and how particular challenges will be addressed, including:</p> <ul style="list-style-type: none"> • ensuring comparability of assessments; • minimising predictability of assessments; • ensuring security and confidentiality of assessments; and • in relation to the Employer Set Project, how the Employer Set Projects will continue to be relevant to the TQ Core Component throughout the Term and how they will not become predictable and will keep pace with the needs of industry. <p>In relation to the delivery of the TQ, the Assessment Strategy shall include:</p> <ul style="list-style-type: none"> • details of and a clear and detailed rationale for how the delivery of the TQ will ensure ongoing compliance with all relevant requirements of this Service Requirements; • clear details of the process for developing TQ assessment materials (including TQ Specimen Assessment Materials and TQ Live Assessment Materials), including different stages and Supplier Staff involved, how evidence regarding functioning of previous assessments is used, any differences by assessment type and item setting arrangements; • clear details of the approach to training individuals who will be responsible for setting TQ assessments and/or items, including ensuring security and mitigating any conflicts of interest; • details of the nature of and number of hours of supervised conditions that will be required to deliver the TQ; • clear details of the approach to training and standardising the approach of Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with

Product	Description
	<p>the Approved Assessment Strategy), together with details of standardisation procedures and any wider training;</p> <ul style="list-style-type: none"> • a clear and detailed explanation of how the marking processes for Student assessment evidence for the TQ will operate, including any variation between the External Examination, the Employer Set Project and each Occupational Specialist Component; • a clear and detailed explanation of the process that will be in place: <ul style="list-style-type: none"> ○ to monitor accuracy and consistency of marking by Assessors (and Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and issuing of results, and ○ to take remedial action where such process does not deliver accuracy and consistency of marking (and/or Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and/or issuing of results; • a clear and detailed explanation of how malpractice will be minimised and addressed and the approach to maintaining security and confidentiality of TQ assessments, including any differences by assessment; • a clear and detailed explanation as to how live issues during assessments for the TQ will be dealt with (i.e. where the design/delivery mitigations have failed); • a clear and detailed explanation as to how results data for each Component and the TQ will be provided to the Authority in line with the Key Dates Schedule for the relevant Academic Year; and • a clear and detailed explanation as to how each Post-Results Service (referred to in paragraph 9 (<i>TQ Post-Results Services</i>) of Part 1 of this Service Requirements) will be delivered.⁶ <p>In relation to Eligible Providers and Approved Providers, the Assessment Strategy shall include a summary of the proposed approach to ensuring that Approved Providers are able to prepare for and undertake the TQ assessments, together with a clear and detailed explanation of:</p>

⁶ The Supplier Response should detail the Supplier's proposals for the Additional Services. This requirement will link to the proper implementation of that part of the Supplier Response.

Product	Description
	<ul style="list-style-type: none"> the approach to approving Eligible Providers as Approved Providers, in line with the Provider Approval Criteria; the approach to ensuring that all Approved Providers have appropriate and consistent quality assurance measures in place for the delivery of the TQ and ensuring that such Approved Providers maintain ongoing compliance with those quality assurance measures; the approach to the provision of guidance and training to Approved Providers in connection with the delivery of the TQ assessments for the Employer Set Project and the Occupational Specialist Components; the approach to monitoring Approved Providers in relation to TQ assessments for the Employer Set Project and the Occupational Specialist Components, including how this approach will ensure that such assessments remain fit for purpose on delivery; how Guide Standard Exemplification Materials will be produced, with input from and validated by a sufficient and representative sample of Employers and Providers as agreed by the Authority; and how Grade Standard Exemplification Materials will be produced, and kept under review, with input from validated by a sufficient and representative sample of Employers as agreed by the Authority. <p>In relation to awarding, the Assessment Strategy shall include a clear and detailed explanation of:</p> <ul style="list-style-type: none"> the technical methodology employed in the awarding process, including the Supplier Staff involved and their roles; how the decisions from the awarding process are approved within the Supplier and the Supplier Staff involved in this; how comparability between different versions of assessments and different types of assessment (e.g. online vs paper-based) is ensured, both where these are available at the same time and on an ongoing basis;

Product	Description
	<ul style="list-style-type: none"> • how comparability between any options in the TQ will be ensured; • how any evidence in relation to the comparability of the TQ with the technical education qualification element for other applicable T Levels within the same Route (including those offered by other T Level Awarding Organisations) will be used to inform decisions on standard setting; • how grades are calculated, including judgemental and arithmetic grade boundaries, aggregation of marks between the External Examination and Employer Set Project, and the use of any conversion scales; and • the approach to and range of qualitative and quantitative evidence used to inform grading and awarding decisions and the weight given to different sources, together with: <ul style="list-style-type: none"> ○ a rationale for this approach in the light of the TQ design and Cohort make-up; and ○ details of how this approach will be kept under review and may be adjusted, including any variation between initial standard setting and maintenance of standards, <p>and in relation to such qualitative and quantitative evidence:</p> <ul style="list-style-type: none"> ○ qualitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> ▪ views of senior examiners about the quality of Student assessment evidence for the TQ; ▪ views of senior examiners about the demand of TQ assessments; ▪ performance descriptions informed by Employer views; ▪ Guide Standard Exemplification Materials and Grade Standard Exemplification Materials informed by Employer views; ▪ archive Student assessment evidence for the TQ from previous series (where applicable); and ▪ if necessary, cognate Student assessment evidence for the TQ, for example from related qualifications; and ○ quantitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> ▪ mark distribution; ▪ mean mark; ▪ standard deviation;

Product	Description
	<ul style="list-style-type: none"> ▪ item-level data, such as facility and discrimination indices; ▪ percentage of Students achieving each grade in previous series; and ▪ information about Students' prior/concurrent attainment. <p>The Assessment Strategy shall also include an explanation as to how innovation will be appropriately tested before implementation to secure on-going compliance by the Supplier with its obligations under this Service Requirements.</p>
Employer and Provider Engagement Strategy	A clear and detailed strategy describing the approach to engaging with, and where applicable training, Employers and Providers in relation to the design, content, delivery, assessment, validation and update of the TQ and the Services, including the approach to sharing early and/or amended drafts of all Initial TQ Deliverables and TQ Deliverables with Employers and Providers (as applicable).
TQ Specification	<p>Specification of Content</p> <p>The Specification of Content shall set out the knowledge, understanding, skills and behaviours that Students need to learn for the TQ Core Component and each Occupational Specialist Component. The Specification of Content for the TQ Core Component and each Occupational Specialist Component must be clear and unambiguous and adequately cover (and where necessary build on) the Former Supplier's TQ Specification and, if relevant, the Outline Content (and not simply replicate it). The Specification of Content shall detail the recommended Guided Learning hours for each Component (including recommended Guided Learning hours for both delivery and assessment of each Component), taking into account the requirements of SR 1.1 (9) of Service Requirement 1.</p> <p>The TQ Specification will be validated by a sufficient and representative number of Employers as agreed by the Authority.</p> <p>Scheme of Assessment</p> <p><i>TQ Core Component – External Examination – knowledge and understanding</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the External Examination) an explanation for Approved Providers of:</p>

Product	Description
	<ul style="list-style-type: none"> • the assessment objectives and their weightings; • the method and number of assessments (if more than one); • the duration of the/each assessment; • the number of marks in the/each assessment; • how and when the/each assessment will be made available; • the grades available for the TQ Core Component and that these grades are for the External Examination and the Employer Set Project in combination; and • any relevant design features for the External Examination, such as the range of different question types that will be used and any access there will be to stimulus/pre-release materials. <p><i>TQ Core Component – Employer Set Project</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the Employer Set Project) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> • the assessment objectives and their weightings; • the assessment tasks available, i.e. options; • the duration of the assessment; • the number of marks for the assessment; • how and when the assessment will be made available; • the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated); • the conditions under which assessment evidence must be generated; • the forms of assessment evidence that must be retained by the Approved Provider and the expectations around this; • the grades available for the TQ Core Component and that these grades are for the External Examination and Employer Set Project in combination; and • (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.

Product	Description
	<p>The Scheme of Assessment shall also:</p> <ul style="list-style-type: none"> • specify the relevant weightings as between the External Examination and the Employer Set Project; and • outline the minimum performance requirements for each judgemental grade required for the TQ Core Component (and each judgemental grade shall reference both the External Examination and Employer Set Project). <p><i>Occupational Specialist Components</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to each Occupational Specialist Component) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> • the performance outcomes and how these are mapped to the Former Supplier's Specification of Content and, if relevant, the Outline Content; • the assessment task(s) for the relevant Occupational Specialist Component; • the duration of the assessment; • the number of marks for the assessment; • how and when the TQ Live Assessment Materials will be made available; • the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated); • the conditions under which Student assessment evidence must be generated; • the forms of Student assessment evidence that must be retained by the Approved Provider and the expectations around this; • any permissions/prohibitions with respect to different Occupational Specialist Components being taken in combination; • the grades available for the relevant Occupational Specialist Component; and • (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.

Product	Description
	<p data-bbox="577 300 1256 331">Approved Provider's Quality Assurance Process</p> <p data-bbox="577 368 2018 464">This part of the TQ Specification shall set out details of the Approved Provider's role in quality assuring the TQ assessments, to ensure compliance by the Supplier with its quality assurance obligations in the relevant part of the Supplier Response⁷, for example:</p> <ul data-bbox="629 507 2045 639" style="list-style-type: none"> • authentication – ensuring Students' assessment evidence is their own; • malpractice – for example during controlled conditions; and • any other activity required of Approved Providers by the Supplier to ensure regulatory/contractual requirements are met. <p data-bbox="577 679 1229 711">Additional Information for Approved Providers</p> <p data-bbox="577 748 1182 780">The TQ Specification shall also clearly set out:</p> <ul data-bbox="629 817 1406 880" style="list-style-type: none"> • the Qualification Purpose; and • the prior learning requirements for the TQ (if applicable). <p data-bbox="577 987 1877 1019">The TQ Specification shall also clearly set out, or provide appropriate links to, information regarding:</p> <ul data-bbox="629 1056 1659 1264" style="list-style-type: none"> • calculating grades (e.g. aggregation and scaling); • submitting general queries; • access arrangements, Reasonable Adjustments and Special Consideration; • enquiries about results and Appeals; • retakes; and • any guidance in relation to delivery of the TQ.

⁷ The proposed assurance arrangements should form part of the Supplier Response.

Product	Description
TQ Specimen Assessment Materials	<p>The TQ Specimen Assessment Materials shall comprise examples of assessments that are representative of the approach the Assessment Strategy proposes is used in live operation and shall be produced to the same quality standard. The TQ Specimen Assessment Materials shall cover each of the following:</p> <ul style="list-style-type: none"> • TQ Core Component – External Examination – sample question paper and mark scheme for the/each assessment, together with mapping to the Former Supplier’s Specification of Content and, if relevant, the Outline Content and sampling approach proposed; • TQ Core Component – Employer Set Project – assessment tasks/requirements for each available option and assessment criteria; and • Occupational Specialist Component – practical assessment tasks/requirements and assessment criteria for each Occupational Specialist Component. <p>TQ Specimen Assessment Materials for all components of the TQ will be validated by a sufficient and representative number of Employers as agreed by the Authority.</p>
TQ Live Assessment Materials	<p>The live assessment materials (modelled on the TQ Specimen Assessment Materials and taking into account (as applicable) performance demonstrated by previous TQ Live Assessment Materials) that are to form the basis of assessment for the TQ for the relevant Academic Year.</p>
Exemplification Materials	<p>Guide Standard Exemplification Materials</p> <p>Guide Standard Exemplification Materials shall include indicative ‘guide’ examples of Student assessment evidence which the Supplier judges would be likely to meet the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component. Guide Standard Exemplification Materials will be produced in consultation with and validated by Employers. Guide Standard Exemplification Materials must accurately portray student assessment evidence and may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.</p> <p>Grade Standard Exemplification Materials</p> <p>Grade Standard Exemplification Materials shall include actual marked examples of Students’ assessment evidence, selected after awarding, which:</p>

Product	Description
	<ul style="list-style-type: none"> • have met the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component; • are produced (and reviewed on an ongoing basis) in consultation with and validated by Employers; • may be used to train Assessors (and any assessors employed or engaged by an Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) to ensure that Student assessment evidence is assessed to the correct standard consistently, provided always that if the materials are used to train such Assessors (and any assessors and Moderators), the Supplier shall ensure that the spread of marks covered by the materials (including the Grade Standard Exemplification Materials) that are used for such training shall not be restricted to the grade boundaries but shall include material at a range of other marks; and • meet the requirements of SR 2.7(3) of Service Requirement 2. <p>Student assessment evidence may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.</p>
Implementation and Delivery Plan	<p>A detailed explanation of the Supplier's proposed approach to successfully designing, developing and delivering the TQ throughout the Term (the level of detail in respect of the whole (and each relevant part of such Term) being commensurate with the level of detail that can reasonably be expected to be known by and/or available to the Supplier from time to time in respect of such whole or part of the Term), including evidence of the achievability of the proposed approach against the TQ Critical Path Diagram.</p> <p>It shall present a clear and achievable overall timetable for the delivery of all of the Services.</p> <p>The Implementation and Delivery Plan shall include information about the Supplier's:</p> <ul style="list-style-type: none"> • programme and project management approach and project expertise to develop the design, content, assessment and delivery of the TQ, including details of delivery risks and plan to mitigate such risks; • financial modelling on cost of design, development and delivery of the TQ and delivery of the Services;

Product	Description
	<ul style="list-style-type: none"> • approach to working with Stakeholders (including, if relevant, the T Level Panel up to Interim Milestone 1) in relation to the design, development delivery and ongoing update of the TQ and the Services (including consultation with Eligible Providers to ensure the quality of the Initial TQ Deliverables at each Milestone); • approach to working with Stakeholders and organisations associated with and/or providing advice and/or guidance in relation to Students with special educational needs and disabilities in the design, development, delivery and update of the TQ and the Services, including a process for regularly reporting on progress; • approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Eligible Providers and/or Approved Providers (as applicable), including how such documents will be shared and when; • capacity to scale up in relation to demand and in response to delivery challenges to ensure overall delivery remains on track; • ability to develop and implement innovative solutions; • approach to ensuring that Management Information is interoperable with the Authority's systems and processes during the design, development and live operation of the TQ; • proposals for efficiently supporting Providers to deliver the TQ and to answer related enquiries and address related complaints (including Post-Result Services) made by telephone, by post and by other electronic correspondence efficiently and effectively; • process for raising delays or concerns; and • details of proposed joint working between T Level Awarding Organisations (as contemplated by Schedule 4 (<i>Co-operation</i>)) to support (amongst other things) the effective and efficient delivery of the T Level Programme and to streamline administration relating to the T Levels Programme in the interests of Students and Providers. <p>The Implementation and Delivery Plan shall evidence that the Supplier has, or will have:</p> <ul style="list-style-type: none"> • IT infrastructure and systems to support the design, development, delivery and award of the TQ; • secured any relevant third party contracts to support delivery of the TQ; and • processes for the design, development, delivery and award of the TQ.
Resource Plan	A detailed explanation of the Supplier's proposed approach to resourcing to ensure performance of the Services, and the successful design, development and delivery of the TQ, which shall be in the format of the template Resource Plan issued by the Authority as part of the procurement process leading to the award of this Contract.

Product	Description
	<p>The Resource Plan shall include detail about:</p> <ul style="list-style-type: none"> • all types of resources required for delivery of the Services, including a distinction between those that will be dedicated to the TQ and those that will be used for other qualifications or business areas; • the resources that will be internal and those that will be external; • the skills and experience profiles for the required resources; • any existing skills or knowledge gaps that may exist with resources already in place and how and when additional resources will be recruited, mobilised, trained and managed; • the number of resources required (including the number of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) required); • what the resources would be required to deliver and by when; • how long the relevant resources would be engaged; • processes, measures and strategies that will ensure proper, effective and resilient resourcing so that the TQ will at all times operate in accordance with the Service Requirements; • processes for keeping resource requirements under review; • the proposed approach to the recruitment (including the timescales for and number) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements; • the proposed approach to the training (including the timescales) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements; • the assessment expertise, which will be used to deliver assessment design and processes set out in the Assessment Strategy; and • the occupationally specific subject expertise needed to devise and assess Occupational Specialist Components.
Submission Issues Log	The log of issues raised by the Authority in respect of the Initial TQ Deliverables following a Submission and the Supplier's detailed description of how each such issue has been resolved.

Product	Description
Risk Register	The Supplier's register detailing any events, matters and/or circumstances which it reasonably foresees (acting in accordance with Good Industry Practice) may impact upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such register, such register as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
Issues Log	The Supplier's log detailing any events, matters and/or circumstances which have occurred and which may impact (or have impacted) upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such log, such log as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
Provider Approval Criteria	<p>The Supplier's criteria for the approval of Eligible Providers to deliver the TQ which shall:</p> <ul style="list-style-type: none"> • ensure that the Eligible Provider's ability to deliver the TQ to the required standards and expectations is assessed and verified; • ensure that the expertise of the Eligible Provider to deliver the TQ to the required standards and expectations is assessed and verified; • ensure that resources available to the Eligible Provider to deliver the TQ in line with the required standards and expectations is assessed and verified; • promote accessibility of the TQ to all Eligible Providers; • not impose any undue and/or overburdensome administrative, financial and/or operational requirements and/or require any change in the existing administrative, financial and/or operational aspects of an Eligible Provider's business and/or operations, in either case, which could not reasonably be expected by an Eligible Provider as being strictly necessary to deliver the TQ (having regard to the administrative, financial and/or operational aspects of the business and/or operations within which Providers (operating in the same or substantially similar business and/or operations as the Eligible Provider) operate; and • not be inconsistent with and/or lead to a breach of the requirements of clause 7.1 (<i>Interaction with Providers</i>).
Assessment Guidance for Providers	Assessment Guidance shall be produced along with the specimen assessment materials (SAMs) and will

Product	Description
	<p>include guidance to ensure that Providers are fully supported to prepare students for assessment.</p> <p>This guidance must include information relating to each component, task or similar activity.</p> <p>Guidance must also include but is not limited to, information on how to prepare for and administer assessments and where applicable, how to submit assessment evidence, guidance on marking and moderation as well as any other information that is required to ensure that students and Providers are fully prepared for assessments. The content must be tailored for each series and identify and expand on the guidance given for all practical assessments.</p> <p>Assessment Guidance must be produced in consultation with a sufficient and representative sample of Providers.</p>

ANNEX 1 – QUALIFICATION PURPOSE

The purpose of the level 3 TQ is to ensure Students have the knowledge, skills and behaviours needed to progress into skilled employment or higher level technical training relevant to the T Level.⁸

To achieve this, each level 3 TQ must:

- provide reliable evidence of Students' attainment in relation to:
 - the core knowledge and skills relevant to the Route and Occupational Specialist Component(s) covered by the TQ; and
 - the knowledge, skills and behaviours required for at least one Occupational Specialist Component relevant to the TQ;
- be up-to-date, ensuring the knowledge, skills and behaviours needed for the Occupations have continued currency among Employers and other end-users;
- ensure maths, English and digital skills continue to be applied where they are essential to achieve occupationally relevant outcomes;
- ensure the minimum pass grade standard for Occupational Specialist Components attests to Occupational Entry Competence, meets employer expectations, and is as close to full occupational competence as possible;
- allow end users to accurately identify Students' level of attainment and effectively differentiate their performance;
- provide a clear and coherent basis for development of suitably demanding high-quality level 3 courses, which enable Students to realise their potential;
- provide Students with the opportunity to manage and improve their own performance; and
- support fair access to attainment for all Students who take the TQ, including those with special educational needs and disabilities.

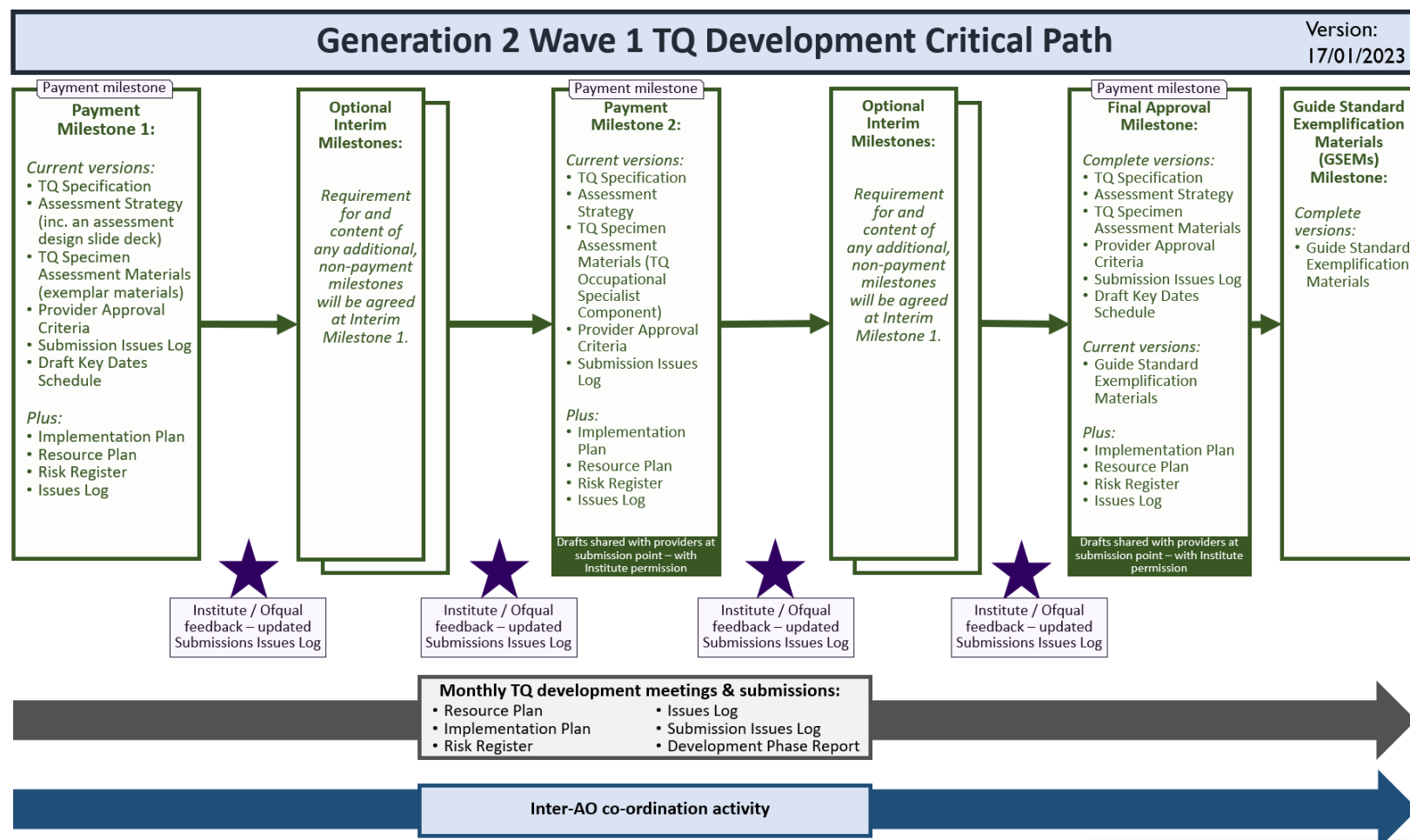
⁸ The Authority may only grant IfATE Approval of the qualification "if satisfied that by obtaining the qualification a person demonstrates that he or she has attained as many of the outcomes set out in the standards as may reasonably be expected to be attained by undertaking a course of education" (sA2DA(3) of the 2009 Act).

ANNEX 2 – INTENTIONALLY BLANK

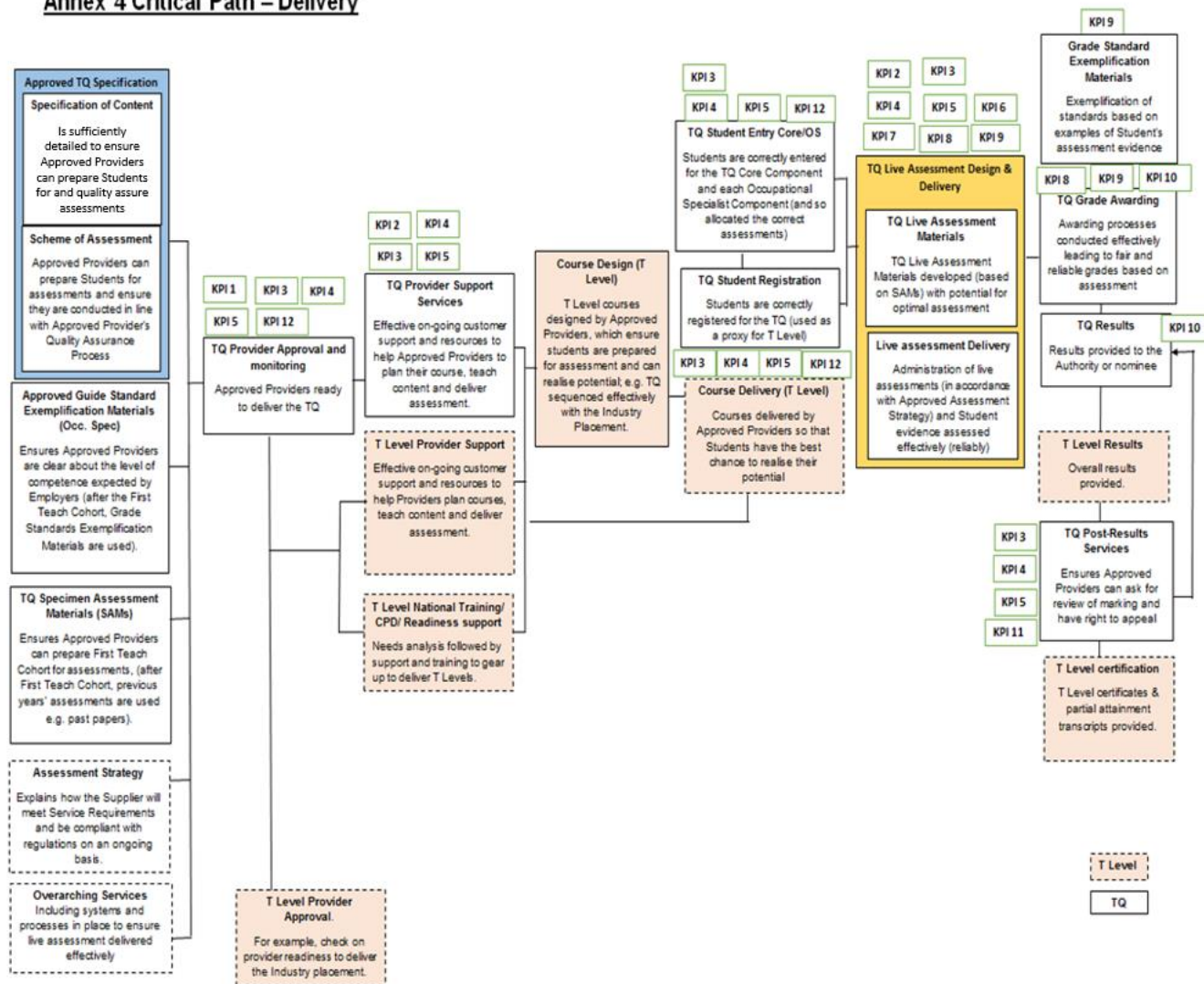
ANNEX 3 – FORMER SUPPLIER’S TQ SPECIFICATION

The TQ Specification content for this Annex is contained in a separate folder - at GEN2W1_ITT_Attachment_11_TQ_Specs

ANNEX 4 – TQ CRITICAL PATH DIAGRAM



Annex 4 Critical Path – Delivery



ANNEX 5 – INDICATIVE KEY DATES SCHEDULE⁹

To meet the requirements of Schedule 4 (*Co-operation*) the Supplier, working with other T Level Awarding Organisations, will need to produce a Key Dates Schedule, which secures the efficient and effective delivery of each assessment series for the TQ. Within the Key Dates Schedule, the deadline for submitting TQ Student registration data to the Authority must be in November in the first year of study. For a summer assessment series results must be issued on or no later than the date A level results are issued.

For a summer assessment series the key dates could include but are not restricted to:

Key Date	Description	Assessment series
November (Yr1)	Deadline for submitting TQ Student registration data to the Authority	All
3 rd week Feb	Deadline for entries for assessments by Approved Providers	June
3 rd week Feb	Final date for submitting Reasonable Adjustment requests to the Supplier by Approved Providers	June
4 th week Feb	Assessment timetable issued	June
2 nd week May	First date for submitting Special Consideration requests to the Supplier	June
2 nd week May-3 rd week June	Assessments take place	June
3 rd week August	Restricted release of T Level results to Approved Providers by the Authority	June
3 rd week August	Release of results to Students by the Authority	June

⁹ This is an indicative Key Dates Schedule. Exact dates and further key dates will need to be agreed between the Supplier and other T Level Awarding Organisations through Schedule 4 (*Co-operation*) and the resulting Key Dates Schedule must be Approved by the Authority.

Key Date	Description	Assessment series
3 rd week August	Release of more detailed TQ results data from the Supplier	June
3 rd week September	Appeals and assessment review requests made	June
4 th week Nov	T Level certificates and statements of achievement issued by the Department (or the function may be delegated to the Authority)	All

ANNEX 6 – TQ CONTENT UPDATING SCHEDULE

TQ Content Updating Schedule: Inclusive TQ Changes

Schedule Date	Activity
By end November (Academic Year X ¹⁰ -1)	Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Inclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Inclusive TQ Changes.
December to February (Academic Year X-1)	The Supplier shall reflect any Inclusive TQ Changes arising out of the relevant annual guidance note (and any additional updates the Supplier proposes should be included as part of the annual review) in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable).
By end February (Academic Year X-1)	The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Inclusive TQ Changes in question to the Authority for agreement.
March (Academic Year X-1)	<p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> • confirm to the Supplier its agreement to the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents; or • notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents are not agreed (and provide details of the comments and/or objections that the Authority has in relation to such documents). <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections</p>

¹⁰ Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Inclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

	of the Authority and resubmit such amended documents to the Authority for agreement, to which the provisions of paragraph (a) (immediately above) shall apply.
The earlier of the end of March (Academic Year X-1) and (where applicable) the date of agreement by the Authority to the relevant amended documents	The Supplier shall make available any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed its agreement to the resubmitted document or notified the Supplier that such document (containing only those amendments that have been agreed by the Authority) may be made available to Approved Providers.
September (Academic Year X)	Any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents shall be implemented by Approved Providers for the new Cohort of Students.

TQ Content Updating Schedule: Exclusive TQ Changes

Schedule Date	Activity
End May (Academic Year X ¹¹ -2)	Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Exclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Exclusive TQ Changes.
June (Academic Year X-2) to September (Academic Year X-1)	The Supplier shall reflect any Exclusive TQ Changes arising out of the relevant annual guidance note in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable).

¹¹ Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Exclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

By End September (Academic Year X-1)	The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Exclusive TQ Changes in question to the Authority for IfATE Approval.
October to November (Academic Year X-1)	<p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> confirm to the Supplier that the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents meet the requirements for IfATE Approval; or notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents do not meet the requirements for IfATE Approval (and provide details of the comments and/or objections that the Authority has in relation to such documents). <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections of the Authority and resubmit such amended documents to the Authority for IfATE Approval, to which the provisions of paragraph (a) (immediately above) shall apply.</p>
The earlier of the beginning of December (Academic Year X-1) and (where applicable) the date of IfATE Approval being achieved in relation to the relevant amended documents	The Supplier shall make available any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed that such amended resubmitted document has achieved IfATE Approval or notified the Supplier that such document (containing only those amendments on which the Authority would be prepared to award IfATE Approval) may be made available to Approved Providers.

September (Academic Year X)	Any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval shall be implemented by Approved Providers for the new Cohort of Students.
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ANNEX 7 – INITIAL DEVELOPMENT MILESTONES

This Annex sets out the submission requirements for the three Milestones at which the Authority will render initial, interim and final payments of the Development Charge.

Further interim submission Milestones may be added to this timetable where these are agreed as part of the agreement at Interim Milestone 1. This decision will be influenced by the quantum of change to the TQ that is approved by the Authority at that initial Milestone.

In the event of any conflict and/or inconsistency between the provisions of this Annex 7 and the provisions of Annex 4 (*TQ Critical Path Diagram*) to this Service Requirements, the provisions of this Annex 7 shall prevail.

Milestone	Submission Date	Submission
Interim Milestone 1	14 October 2024 (indicative)	<p>TQ Specification. A draft version of the complete TQ Specification, which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting, and which includes:</p> <ul style="list-style-type: none">(a) a complete Specification of Content for all Components which fully covers the Former Supplier's TQ Specification and, if relevant, the Outline Content and any proposed changes to the Former Supplier's Specification of Content;(b) the proposed Guided Learning hours for each Component;(c) a draft of the Scheme of Assessment which:<ul style="list-style-type: none">(i) specifies the assessment objectives for each part of the TQ Core Component;

Milestone	Submission Date	Submission
		<ul style="list-style-type: none"> (ii) defines each assessment method to be used for each Component; (iii) specifies indicative weightings for the assessments within the Components. <p>TQ Specimen Assessment Materials. Sample indicative assessment tasks, and assessment criteria/mark schemes which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting for:</p> <ul style="list-style-type: none"> (a) each part of the TQ Core Component; and (b) at least one Occupational Specialist Component. <p>The submission must support the exemplification of the proposals within the assessment design walkthrough and include as a minimum the following:</p> <ul style="list-style-type: none"> (c) exemplar questions that cover the variety of questions types and accompanying mark scheme including indicative content; (d) exemplar tasks for one example of an Employer Set Project together with an exemplar mark scheme and indicative content; and (e) exemplar tasks for one Occupational Specialist Component Assignment together with an exemplar mark scheme including indicative content.

Milestone	Submission Date	Submission
		<p>Assessment Strategy. A draft of the Assessment Strategy, which contains a clear explanation of the structure of the assessment design and strategy for example, the proposed number of assessments and/or assessment tasks, the duration of each and the conditions under which each would be taken. For the Employer Set Project and the Occupational Specialisms, the draft of the Assessment Strategy should also set out the proposed approach to marking and how students' application of skills and knowledge will be assessed. The draft of the Assessment Strategy shall meet (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Assessment Strategy and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>The Submission must include an:</p> <p>Assessment design slide deck. A slide deck which contains a clear explanation of the structure of the assessment design and explanation of the design decision rationale for the TQ Core Component and Occupational Specialist Component. The slide deck must contain the structural elements and rationale in accordance with any guidance on the Service Requirements issued by the Authority and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting. The assessment design slide deck will be used to facilitate a walkthrough with the Authority shortly following the submission.</p> <p>Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes in account any comments, objections, recommendations</p>

Milestone	Submission Date	Submission
		<p>and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting</p> <p>Resource Plan. A complete version of the Resource Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. An updated and complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p>

Milestone	Submission Date	Submission
		<p>Employer and Provider Engagement Strategy. A complete version of the Employer and Provider Engagement Strategy, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>
Interim Milestone 2	2 December 2024 (indicative)	<p>TQ Specification. a complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>TQ Specimen Assessment Materials and accompanying Assessment Guidance for Providers. A complete version of the TQ Occupational Specialist Component and each part of the TQ Core Component, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy. A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>

Milestone	Submission Date	Submission
		<p>Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Resource Plan. A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 4) all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Submission Issues Log. An updated Submission Issues Log which meets all of the</p>

Milestone	Submission Date	Submission
		<p>requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> <p>Employer and Provider Engagement Strategy. A complete version of the Employer and Provider Engagement Strategy, which meets all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>
Final Approval Milestone	14 February 2025 (indicative)	<p>TQ Specification. A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>TQ Specimen Assessment Materials and accompanying Assessment Guidance for Providers. A complete version of the TQ Specimen Assessment Materials, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Assessment Strategy. A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in</p>

Milestone	Submission Date	Submission
		<p>connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Resource Plan. A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Provider Approval Criteria. A complete version of the Provider Approval Criteria, which meets all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Risk Register and Issues Log. A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>

Milestone	Submission Date	Submission
		<p>Submission Issues Log. An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> <p>Employer and Provider Engagement Strategy. A complete version of the Employer and Provider Engagement Strategy, which meets all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p>Draft Key Dates Schedule. An updated version of the Key Dates Schedule.</p>
Guide Standard Exemplification Materials	February 2025 (Indicative)	<p>Exemplification Materials. A complete version of the Guide Standard Exemplification Materials for each Occupational Specialist Component, which meet all of the requirements of the Product Description for the Guide Standard Exemplification Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting or any other feedback.</p>

ANNEX 8 – ELIGIBLE PROVIDERS

Part 1 – Eligible Providers 2025 Cohort

The Eligible Providers for the Academic Year commencing 2025 are published on the Gov.uk website here:

<https://www.gov.uk/government/publications/providers-selected-to-deliver-t-levels>

Part 2 – Eligible Providers Subsequent Cohorts

The Authority shall, not later than 12 months prior to the commencement of the relevant Academic Year, notify the Supplier of the Eligible Providers for such Academic Year.

ANNEX 9 – MANAGEMENT INFORMATION

Information/ report	Description
Development Phase Report	<p>In the period prior to IfATE Approval, the Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier’s progress against and compliance (to date) with the Implementation and Delivery Plan (including progress against any milestones (including any Milestones)) and the Resource Plan; • how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements; • how Employers (and other end users, including higher education providers) have been consulted in relation to the design of the TQ; and • such other information as the Authority may reasonably require from time to time.
Operational Delivery Report	<p>Monthly Performance Report</p> <p>The Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier’s progress against and compliance (to date) with the Implementation and Delivery Plan, the Resource Plan and the Key Dates Schedule for the relevant Academic Year; • how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements; • for each KPI in respect of which the Performance Monitoring Period ends in that Contract Month: <ul style="list-style-type: none"> ○ the actual performance achieved by the Supplier for that KPI during that Performance Monitoring Period; and ○ details of any Service Failure that occurred in respect of that KPI, together with the proposed KPI Improvement Plan;

Information/ report	Description
	<ul style="list-style-type: none"> • details of the Supplier's progress against each KPI Improvement Plan that the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and/or completing during the relevant Contract Month; • the Supplier's progress in carrying out any Designated Action notified by the Authority pursuant to clause 14.2 (<i>What may happen if there are issues with your provision of the Services</i>); • without prejudice to clause 14.1 (<i>What may happen if there are issues with your provision of the Services</i>), any Critical Service Failures occurring in the relevant Contract Month; • any areas of the Services (and/or the performance of the Services) where the Supplier reasonably considers that there could be innovations and/or improvements in the delivery and/or performance of the Services, including key risks and potential benefits; • progress in implementing, and the actual impact of, any innovations and/or improvements previously notified by the Supplier; • evidence demonstrating that the Supplier is achieving the overarching outcomes for each element of the Services, as set out in the first column of the Service Definitions Table; • the monitoring undertaken by the Supplier in accordance with paragraph 3.1.2 of Part 1 of this Service Requirements in the relevant Contract Month to include reporting on Provider usage of training, resources and other support materials made available by the Supplier; • any events, matters and/or circumstances referred to in paragraph 3.2 of Part 1 of this Service Requirements occurring in the relevant Contract Month, together with the progress (during the relevant Contract Month) of the Eligible Provider or Approved Provider (as the case may be) and the Supplier in taking the steps and/or actions referred to in paragraphs 3.3 and 3.4 of Part 1 of this Service Requirements; and • such other information as the Authority may reasonably require from time to time having regard to, amongst other things, the period in the Academic Year within which the relevant Contract Month falls. <p>In relation to the assessment of the Supplier's performance against each KPI, the Supplier shall submit all such evidence as is referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>), other than where such evidence is stated to be obtained via a survey. Notwithstanding the evidence that the Supplier is required to provide (referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>)) to enable</p>

Information/ report	Description
	<p>the assessment of the Supplier's performance against each KPI, the Supplier shall also include within this Monthly Performance Report the following data and information (broken down by KPI):</p> <ul style="list-style-type: none"> • KPI 1 (Provider approval and monitoring): <ul style="list-style-type: none"> ○ the number of Eligible Providers applying to become Approved Providers, broken down into those Eligible Providers that are seeking a full approval and those Eligible Providers that are seeking to extend an existing approval; ○ the number and details of Eligible Providers that have submitted an application to become an Approved Provider and who have (i) not become an Approved Provider and (ii) become an Approved Provider; ○ the number and details of Eligible Providers that are awaiting a decision on their application to become an Approved Provider; ○ the number and details of Eligible Providers in respect of which a decision has been made within 30 Working Days of receipt by the Supplier of the relevant application; and ○ details of the actual monitoring of Approved Providers undertaken by the Supplier in the relevant Contract Month. • KPI 2 (Approved Provider preparedness).¹² • KPI 3 (Queries from Eligible Providers and Approved Providers): <ul style="list-style-type: none"> ○ the number of letters and other forms of electronic correspondence received (broken down by letter and each other form of electronic correspondence) and number of telephone calls received, in each case, in the relevant Contract Month; ○ a summary of key topics or queries being asked; ○ details of the percentage of such queries being resolved within the Target Service Level (broken down by letter (and each other form of electronic correspondence) and telephone calls); and ○ details of any repeat queries (including where any such queries have been raised and/or resolved in any previous Contract Month). • KPI 4 (Complaints): <ul style="list-style-type: none"> ○ the number of complaints received in the relevant Contract Month; ○ a summary of the nature of each such complaint; ○ details of the percentage of such complaints being resolved within the applicable Target Service Level;

¹² To be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
	<ul style="list-style-type: none"> ○ details of why any complaints that have not been resolved within the applicable Target Service Level have not been so resolved; and ○ details of any repeat complaints or further complaints linked to a previous complaint (including where any such complaints have been made and/or resolved in any previous Contract Month). • KPI 5 (Provider satisfaction).¹³ • KPI 6 (Numbers of appropriately qualified and trained Assessors (and (where applicable) Moderators)): <ul style="list-style-type: none"> ○ details of the actual number of Assessors (and (where applicable) Moderators) that have been recruited, trained and retained in the relevant Contract Month; and ○ details of the number of Assessors (and (where applicable) Moderators) contemplated by the relevant Contract Month (or in line with the trajectory (as the case may be)) as set out in the then current Implementation and Delivery Plan and/or Resource Plan. The Authority may require the Supplier to provide this data more frequently than monthly during the key assessment delivery period. • KPI 7 (Quality of TQ Live Assessment Materials): <ul style="list-style-type: none"> ○ a summary of activities completed in the relevant Contract Month relating to the development of the TQ Live Assessment Materials, as contemplated in the Assessment Strategy and/or the Implementation Plan; ○ a summary of the actual quality assurance activity undertaken by the Supplier in the relevant Contract Month; ○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier in or during (as the case may be) the relevant Contract Month; and ○ details of any errors reported in the TQ Live Assessment Materials in the relevant Contract Month. • KPI 8 (Student assessment evidence assessed and processed): <ul style="list-style-type: none"> ○ a summary of the actual quality assurance activity undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in the relevant Contract Month, together with evidence that such

¹³ To be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
	<p>processing has been undertaken accurately and consistently;</p> <ul style="list-style-type: none"> ○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in or during (as the case may be) the relevant Contract Month; ○ details of the cumulative volume and percentages of Student assessment evidence processed (broken down to the TQ Core Component and each Occupational Specialist Component) by the end of the relevant Contract Month, as against the planned trajectory and dates in the Implementation and Delivery Plan applicable to that Contract Month; and ○ details of any errors, inaccuracies and/or inconsistencies identified in any processed Student assessment evidence in the relevant Contract Month. <ul style="list-style-type: none"> • KPI 9 (Validation of Grade Standard Exemplification Materials):¹⁴ For each Occupational Specialism: <ul style="list-style-type: none"> ○ a summary of the employer validation activity undertaken to validate Grade Standard Exemplification Materials ○ the number of employers who have been involved in the validation process; including details as to whether they have been involved in the panel prior to each validation exercise ○ evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that validate the Grade Standard Exemplification Materials. ○ evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials. • KPI 10 (Student assessment results submitted by relevant date): <ul style="list-style-type: none"> ○ details of the cumulative volume and percentages of Student results submitted by the Supplier to the Authority (or the Authority's nominee (as applicable)) by the end of the relevant Contract Month; and

¹⁴ To be assessed by the receipt and review by the Authority of evidence of validation from Employers in the relevant Contract Month.

Information/ report	Description
	<ul style="list-style-type: none"> ○ details of the cumulative volume and percentages of Student results envisaged in the Implementation and Delivery Plan to be submitted by the Supplier to the Authority (or the Authority's nominee (as the case may be)) by the end of the relevant Contract Month. • KPI 11 (Post-Results Services): <ul style="list-style-type: none"> ○ the total volume of Post-Results Services (broken down by service) and percentage of each Post-Results Service (as against total Post-Results Services) undertaken by the Supplier in the relevant Contract Month; ○ detail of the timing of delivery of Post-Results Services against the applicable timeframes in Annex 10 (<i>Additional Services</i>) of this Service Requirements as contemplated by the Supplier's Response; and ○ detail of the proportion of remarks and Appeals which have resulted in grade increases or decreases (and summary of key reasons for any changes made). • KPI 12 (Submission of information): <ul style="list-style-type: none"> ○ details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month; ○ details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials anticipated to be submitted in respect of the relevant Contract Month; and ○ details of any errors, inaccuracies and/or inconsistencies identified in any Management Information, required or requested Products including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month (and/or any previous Contract Month). <p>Ongoing Development Services Report</p> <p>A dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> • the Supplier's progress against and compliance (to date) with the TQ Content Updating Schedule (including progress against any milestones); • any proposed amendments and/or updates made to any Product during the relevant Contract Month pursuant to paragraphs 2.5 and/or 2.6 of Part 1 of this Service Requirements; and

Information/ report	Description
	<ul style="list-style-type: none"> • such other information as the Authority may reasonably require from time to time. <p>Annual Services Report</p> <p>By the end of August each year, a high level overview of the Supplier's assessment of its performance during that Academic Year, summarising:</p> <ul style="list-style-type: none"> • the key successes and areas for improvement in the delivery of the Services and/or the TQ; • in respect of the assessment cycles in that Academic Year, what important lessons were learned and how these will be addressed in following assessment cycles; • the key issues for the next following Academic Year; • how Employers have been consulted in relation to (and been involved in the design and delivery of) TQ assessment; • performance against the Social Value commitments under paragraph 13.1 (<i>Social Value Commitments</i>); and • (where appropriate), the preparations for handover at the end of the Term. <p>The Supplier shall also provide an updated Exit Plan in accordance with paragraph 2 of Schedule 12 (<i>Exit Management</i>).</p> <p>Annual Penetration Testing Report</p> <p>By the end of August each year, a summary of:</p> <ul style="list-style-type: none"> • the Supplier's findings of independent penetration testing undertaken to test the security of any IT systems and hosting environments that are used to handle, store or process IfATE Data; and • details of any necessary remedial works required as a result of such penetration testing.
Student registrations and Student entries (as referred to in paragraph 5 of Part 1 of this Service Requirements)	<p>In relation to the Supplier's obligations in paragraph 5.4 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in a spreadsheet but in such form as the Authority may specify from time to time):</p> <ul style="list-style-type: none"> • the number of Students registered for the TQ by Approved Provider (including late registrations and/or registration amendments and very late registrations and/or registration amendments (each as referred to in Annex 10 to this Service Requirements)):

Information/ report	Description
	<ul style="list-style-type: none"> ○ in the current Academic Year; and ○ in aggregate (including for the current Academic Year) during the Term to date; • the number of Student entries by Approved Provider (including late entries and/or entry amendments and very late entries and/or entry amendments (each as referred to in Annex 10 to this Service Requirement)) in the relevant Academic Year for: <ul style="list-style-type: none"> ○ the TQ Core Component; and ○ each Occupational Specialist Component, <p>together with the number of such entries in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date;</p> • the number of withdrawn entries in the relevant Academic Year (by Approved Provider) for: <ul style="list-style-type: none"> ○ the TQ Core Component; and ○ each Occupational Specialist Component, <p>together with the number of such withdrawals in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date; and</p> • such other information as the Authority may reasonably require from time to time.
TQ results (as referred to in paragraph 8 of Part 1 of this Service Requirements)	<p>In relation to the Supplier's obligations in paragraph 8.2 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in such form as the Authority may specify from time to time) to the Authority (or the Authority's nominee (as applicable)):</p> <ul style="list-style-type: none"> • results for each Student for the TQ Core Component and each Occupational Specialist Component that such Student has undertaken including: <ul style="list-style-type: none"> ○ Unique Learner Number; ○ name of Approved Provider; ○ Supplier name; ○ details of the TQ achieved; ○ the grade awarded for each Component; ○ date of achievement; • the outcome of any Appeals, Clerical Check, Expedited Review of Marking, Review of Marking, and/or Review of Moderation (each as referred to in Annex 10 (<i>Additional Services</i>) to this Service Requirements)), including

Information/ report	Description
	<p>details of the nature of the Appeal and a summary of the grounds for the Appeal; and</p> <ul style="list-style-type: none"> • such other information as the Authority may reasonably require from time to time, <p>to enable, amongst other things, the aggregation for T Level certification and inclusion in any Provider performance tables.</p>
Additional Services	<p>Data and information on the volume and nature of Additional Services being delivered to Approved Providers in the relevant Contract Month, in aggregate for the Academic Year to date and in aggregate (including for the current Academic Year) for all Academic Years during the Term to date (in spreadsheet format and in such form as the Authority may specify from time to time).</p>
Adjustments to Fees	<p>In advance of its publication and availability to Approved Providers and in accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Fees for the following Academic Year.</p> <p>In accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Rate Card for the following Academic Year.</p> <p>The information for each of the proposed adjustments to the Fees and the proposed adjustments to the Rate Card will be submitted separately in a spreadsheet format (in such form as the Authority may specify from time to time) and will include any proposed annual percentage change in each proposed Fee and each proposed rate in the Rate Card, as such proposed change shall be calculated in accordance with clauses 4.12 and 4.13 (<i>Pricing and payments</i>).</p>

ANNEX 10 – ADDITIONAL SERVICES

Additional Service	Additional Service Requirements
Access to Student assessment evidence	The Supplier shall within 10 Working Days following receipt of a request from the relevant Approved Provider, send (in such form as such Approved Provider shall request) to that Approved Provider a copy (including, as applicable, a PDF copy) of the relevant original marked Student assessment evidence or the whole or the relevant part (as the case may be) of the original TQ Live Assessment Materials to which the Student assessment evidence relates, to help the Approved Provider (or relevant Student (as the case may be)) decide whether to request a Review of Marking or Review of Moderation (each as defined below).
Additional Approved Provider support visit	The Supplier shall, as soon as reasonably practicable following receipt of a request from an Approved Provider, attend such Approved Provider's premises and provide such additional support as such Approved Provider reasonably requires, such as support in relation to misinterpretation of the TQ Specification.
Appeal	<p>The Supplier shall:</p> <p>(i) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal, undertake a detailed review of all information, data and/or documents relating to the Appeal, including the assessment evidence relating to the whole or the relevant part of a Cohort or an individual Student (as the case may be); and</p> <p>(ii) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal hearing, hold an Appeal hearing in which the Approved Provider or its representative(s) can make submissions in relation to the Appeal, including (where applicable) explaining its dissatisfaction with any grade(s) awarded in relation to the whole or any part of a Cohort or an individual Student (as the case may be),</p> <p>following which the Supplier shall notify the Approved Provider of the outcome of such Appeal and, where necessary, adjust the marks awarded to the whole or any part of a Cohort or an individual Student (as the case may be) and issue new results to the Authority (or its nominee (as the case may be)), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the determination of such Appeal, the Approved Provider is not successful in the Appeal.</p>
Clerical Check	The Supplier within 10 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence and recount all of

Additional Service	Additional Service Requirements
	the marks that such Student has been awarded to ensure that the total number of marks awarded to such Student (leading to the award of the relevant grade(s)) equal the number of marks that should have been awarded to such Student and, where necessary, adjust the marks awarded to the Student, notify the Approved Provider of such adjustment and issue new results to the Authority (or its nominee (as the case may be)).
Expedited Review of Marking	The Supplier shall within 10 Working Days following receipt of a request from an Approved Provider, undertake an expedited Review of Marking (as defined below), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such an expedited Review of Marking, the grade(s) awarded to such Student is not changed.
Late entry or entry amendment	Where, following the entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be).
Late registration or registration amendment	Where, following the registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be).
Retake	Where, in the period following the publication of the TQ results in accordance with paragraph 8 of Part 1 of this Service Requirements until two years after the end of the final Academic Year for the Cohort within which the relevant Student is included,

Additional Service	Additional Service Requirements
	<p>an Approved Provider requests that a Student wishes to retake all or any of the assessments for:</p> <ul style="list-style-type: none"> • the TQ Core Component - External Examination; • the TQ Core Component - Employer Set Project; and/or • an Occupational Specialist Component, <p>the Supplier shall carry out and complete its obligations in paragraphs 6.1.3 (<i>TQ live assessment and delivery</i>), 7 (<i>TQ grade awarding</i>), 8 (<i>TQ Results</i>) and 9 (<i>TQ Post Results Services</i>) (save to the extent that compliance with such obligations in that paragraph 9 (<i>TQ Post Results Services</i>) would otherwise require the performance of a further Additional Service and in respect of which the provisions applicable to that further Additional Service shall apply) in each case of Part 1 of this Service Requirements in respect of such Student.</p>
Review of Marking	<p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence alongside the TQ Live Assessment Materials applicable to such assessment evidence to ensure that the marking scheme has been complied with in full in relation to the marking of that Student's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such review, the grade(s) awarded to such Student is not changed.</p>
Review of Moderation	<p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Cohort's assessment evidence alongside the assessment criteria within the Scheme of Assessment to ensure that the assessment criteria has been complied with in full in relation to the marking of that Cohort's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such Review of Moderation, the grade(s) awarded to any Student is not changed.</p>
Very late entry or entry amendment	<p>Where, following the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the date on which entries or amendments to entries finally closes for the TQ Core Component and/or relevant Occupational Specialist Component as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment) following receipt of a request from an Approved</p>

Additional Service	Additional Service Requirements
	Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be).
Very late registration or registration amendment	Where, following the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the date on which registration for the TQ finally closes as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment), following receipt of a request from an Approved Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be).

ANNEX 11 –

Schedule for the submission of; Supplementary Specimen Assessment Materials; Employer Set Project Guide Exemplar Responses; and Employer Set Project Grade Exemplar Responses

Product	Description	Authority Submission Date	Publication date	Review point
Core Component	Supplementary Specimen Assessment Materials covering the TQ Core Component in full (comprising the External Examination and the Employer Set Project)	By the end of August prior to the first Academic Year of teaching	By end of October during the first Academic Year	Commencing during the second Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re-submitted to the Authority to agree any changes by the end of October, for re-publication by the end of December.
Occupational Specialist Component(s)	Supplementary Specimen Assessment Materials covering the Occupational Specialist Component(s) in full	By the end of March during the first Academic Year of teaching	By end of July during the first Academic Year	Commencing during the second Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re-submitted to the Authority to agree any changes by the end of July, for re-publication by the end of October in the following Academic Year.
Employer Set Project Guide Exemplar Responses	Employer Set Project Guide Exemplar Responses covering the Employer Set Project, produced at grade A and grade E for each Employer Set Project, in consultation with Employers and accompanied by an explanatory commentary.	By the end of August prior to the first Academic Year of teaching	By end of October during the first Academic Year	
Employer Set Project Grade Exemplar Responses	Employer Set Project Grade Exemplar Responses covering the Employer Set Project, consisting of actual marked examples of Students' assessment evidence, selected after awarding, produced at grade A and grade E, for each Employer	By the end of October during the second Academic Year of teaching	By end of December during the second Academic Year	Commencing during the third Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re-submitted to the Authority to agree any changes by the start of

	Set Project, in consultation with Employers and accompanied by an explanatory commentary.			September, for re-publication by the end of October.
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* Where no students have sat an ESP, or no students have achieved a pass at grades A or E, on agreement with the Authority the Supplier may defer production of the Employer Set Project Grade Exemplar Responses to the next Academic Year.

Schedule 2 Annex 3

TQ Spec

S2_A3_GEN2W1_DBS_TQ_Spec

Qualification specification

T Level Technical Qualification in Digital Business Services

T Level Technical Qualification in Digital Business Services

Qualification Specification

Digital Business Services

603/6902/4

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Section 1: Introduction

A T Level¹ is a composite technical study programme, aimed at preparing young people for work, higher level apprenticeships or higher education (HE). It comprises 5 key components:

- an approved technical qualification, which includes the opportunity to specialise in at least one occupational role
- a substantial industry placement with an external employer (further information regarding the required number of hours can be found on page 8)
- English, mathematics and digital requirements; students will have to achieve a minimum of level 2 English and mathematics in order to achieve a T Level (with some flexibility for students with special educational needs or disabilities (SEND))
- employability, enrichment and pastoral (EEP) elements
- in some cases, it may also include mandatory additional requirements (MAR), such as important licence to practise qualifications

The T Level Technical Qualification in Digital Business Services forms part of the new T Level in digital business services. The outline content has been produced by T Level panels based on the same standards as those used for apprenticeships. The outline content formed the basis of this qualification and has been further developed by NCFE.

This qualification has 2 components:

- route core component
- occupational specialism component:
 - Data Technician

The route core component provides a high-level foundation of knowledge and skills that are relevant to the occupational specialism. This is to ensure fairness for all students, and to support learning in their chosen occupational specialism component. Some of the core topics and ideas are then broken down and contextualised in more detail in the occupational specialism, allowing the student to apply the knowledge and skills in their own specific context.

The occupational specialism component covers the knowledge, understanding, skills and behaviours required to achieve threshold competence in a chosen occupational specialism. Threshold competence refers to the level of competence deemed by employers as sufficient to secure employment in roles relevant to an occupational specialism. Achievement of threshold competence signals that a student is well-placed to develop full occupational competence, with further support and development, once in work.

English, mathematics and digital skills have also been embedded throughout the technical qualification (TQ) and must be taught when highlighted in the content.

¹ T Level is a registered trade mark of the Institute for Apprenticeships and Technical Education

About this TQ specification

To ensure that you are using the most up-to-date version of this TQ specification, please check the version number and date in the page footer against that of the TQ specification on the NCFE website.

If you advertise this qualification using a different or shortened name, you must ensure that students are aware that their results will state the full regulated qualification title.

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- any photographs in this publication are either our exclusive property or used under licence from a third-party. They are protected under copyright law and cannot be reproduced, copied or manipulated in any form. This includes the use of any image or part of an image in individual or group projects and assessment materials. All images have a signed model release
- the resources and materials used in the delivery of this qualification must be age-appropriate and due consideration should be given to the wellbeing and safeguarding of students in line with your safeguarding policy when developing or selecting delivery materials

Section 2: Summaries

Technical qualification summary

Qualification title

T Level Technical Qualification in Digital Business Services

Qualification number (QN)

603/6902/4

Aim reference

60369024

Qualification level

3

Guided learning hours (GLH) and total qualification time (TQT)

	GLH	TQT
Route core component	514	547
Occupational specialism	600	658
Total	1114	1205

The GLH shown above only include time for the technical qualification element of the T Level programme; they do not include time allocated for the additional components of the T Level programme.

Minimum age

T Level technical qualification students must be a minimum of 16 years of age.

Qualification purpose

The purpose of the T Level Technical Qualification in Digital Business Services is to ensure students have the knowledge and skills needed to progress into skilled employment or higher level technical training relevant to the T Level.

Objectives

The objectives of this qualification are to equip students with:

- the core knowledge and skills relevant to digital business services
- up-to-date occupational knowledge and skills that have continued currency amongst employers and others
- the necessary English, mathematics and digital skills
- threshold competence that meets employer expectations and is as close to full occupational competence as possible
- opportunities to manage and improve their own performance

Industry placement experience

Industry placements are intended to provide students with the opportunity to develop the knowledge, skills and behaviours required for skilled employment in their chosen occupation and which are less easily attainable by completing a qualification alone.

As part of achieving the overall T Level programme, students are required to complete a minimum of 315 hours industry placement.

It is the provider's responsibility to ensure the minimum number of hours is undertaken by the student.

There are specific requirements for providers and employers relating to the insurance of students in the workplace. Further information about insurance can be found at www.abi.org.uk/ or www.hse.gov.uk/youngpeople/index.htm.

Rules of combination

Students are required to complete:

- the core component
- the occupational specialism component

Grading

Component	Grade
Core component	A* to E and U
Occupational specialism component	Distinction/merit/pass and ungraded

Assessment method

Core component:

- 2 written examinations
- employer-set project (ESP)

In order to achieve a grade for the core component, students must have results for both sub-components (the core (written) examination and the ESP).

The combined results from these sub-components will be aggregated to form the overall core component grade (A*–E and U).

If students fail to reach the minimum standard across all sub-components, they will receive a U grade. No overall grade will be issued for the core component until both sub-components have been attempted.

Occupational specialism component:

- synoptic assignment

The student is also required to successfully achieve a distinction/merit/pass grade in the occupational specialism component. If the student fails to reach the specified level of attainment, they will receive a U grade.

Progression including job roles (where applicable)

Students who achieve this qualification could progress to the following:

- employment:
 - data technician roles
- higher education
- apprenticeship (progression onto lower level apprenticeships may also be possible in some circumstances, if the content is sufficiently different)

UCAS

The T Level study programme is eligible for UCAS points. Please check the UCAS website for more information.

Regulation information

This is a regulated qualification. The regulated number for this qualification will be completed following Ofqual accreditation.

Funding

This qualification is eligible for funding. For further guidance on funding, please contact the Education and Skills Funding Agency (ESFA).

English, mathematics and digital content

English, mathematics and digital content are embedded and contextualised within the digital business services content. This content must be taught to all students and will be subject to assessment.

Entry guidance

This qualification is designed for post-16 students.

There are no specific prior skills/knowledge a student must have for this qualification. However, students would be expected to have a level 2 qualification or equivalent.

Providers are responsible for ensuring that this qualification is appropriate for the age and ability of students. Providers must make sure that students can fulfil the requirements of the route core and occupational specialism and comply with the relevant literacy, numeracy, digital and health and safety aspects of this qualification.

Students registered on this qualification should not undertake another qualification at the same level with the same or a similar title, as duplication of learning may affect funding eligibility.

Transition programme

For those students who are not yet ready to start a T Level programme at 16, they will be able to study a new T Level Transition Programme. This is a new 16 to 19 study programme designed to give young people effective, tailored preparation specifically to help them progress onto and succeed in a T Level.

The T Level Transition Programme will be introduced through phased implementation, working initially with a small number of volunteer T Level schools, colleges and training companies, to explore different approaches to delivery and develop good practice in effectively preparing students for a T Level. More information on the T Level Transition Programme can be found on the government's website.

Registering students on T Levels

We expect students to make a decision about their T Level pathway within the first few weeks of their course, supported by good information, advice and guidance from their provider. For example, a student might know that they want to do a Digital T Level, but not be clear at the outset whether that should be Digital Production, Design and Development; Digital Support Services; or Digital Business Services. If a provider is offering 2 or 3 of the available pathways, there may be some co-delivery or other activity in the first few weeks which provides students with the opportunity to find out about different occupations (for example, through employer visits). A student's chosen T Level pathway and OS should be recorded on the Individual Learner Record (ILR) or School Census in October of year 1.

To ensure there is sufficient time to cover the curriculum, decisions about OSs should be confirmed by the end of the first year, although this could be much earlier depending on a provider's curriculum model. For example, some providers start teaching the OS early on in the first year and require students to make a decision about this at the start of their course, whereas other providers may only start teaching OSs in the second year. In order to ensure that providers receive the right level of funding, a student's OS must be confirmed in the final data return of year 1 (ILR R14/Autumn Census), although changes after this date are possible.

Providers will also need to ensure that they register their students on the TQ with the awarding organisation and enter them for assessments as relevant.

Transferring between T Levels and occupational specialisms (OSs)

We expect some students to switch between T Levels. Providers should consider the degree of overlap between the 2 T Levels and the remaining time before any assessments in determining if a transfer is possible – or whether a student will need to restart their T Level. Attainment from one T Level cannot count towards another, and all students will need to take and pass the relevant assessments in order to pass their T Level.

Some students may also want to switch to a different OS within the same T Level pathway, including in the second year. It is less likely that there will be any overlap between OSs, so any decision will depend on the provider's curriculum model and the stage a student has reached in their OS learning. Any changes to a student's T Level – whether pathway or OS – should be recorded on the ILR/Census as soon as possible and should also match the registration and assessment entries submitted to the relevant awarding organisation.

Achieving this qualification

To achieve this qualification, the student must successfully demonstrate their achievement of the core component and one occupational specialism component.

In order to achieve a grade for the core component, the student must attempt both the external examination (paper A and paper B) and ESP sub-components. The results from these will be aggregated to form the overall core component grade (A* to E and U). If students do not attempt one of the sub-components, an overall component grade will be withheld pending the attempt of both. If students fail to reach the minimum standard across sub-components after attempting both, they will receive a U grade for the component.

The student is required to successfully achieve a distinction/merit/pass grade in one of the occupational specialism components. If the student fails to reach the specified level of attainment, they will receive a U grade.

Retakes

Core component retakes

There is the opportunity for students to retake the core assessments in order to improve their marks. This includes:

- 2 written examinations
- ESP

The core component's written examination is made up of 2 papers. If the student wants to retake the written examination assessment, they must retake both papers, in the same series.

Students can retake the core components in different series, meaning they could sit the ESP in one series and the core exam (consisting of both papers) in the next. There is no limit to the number of retakes a student can complete. However, any retake must be completed within 2 years after the completion of the student's T Level programme.

When determining each student's overall achievement for the core component, the highest achievement in each core assessment (written examination and ESP) is used.

Occupational specialism component retakes

Although retakes are permitted for the occupational specialism, it is unlikely that students will be able to fit a retake opportunity into the delivery timetable.

If a retake opportunity is scheduled, the student must retake all synoptic assignments for the occupational specialism. There will be one opportunity per year to sit the occupational specialism, meaning a retake of the occupational specialism would be sat in the next academic year of study.

There is no limit to the number of retakes a student can complete. However, any retake must be completed within 2 years after the completion of the student's T Level programme.

Technical qualification components

Component	Level	Content
Route core component	3	<ol style="list-style-type: none"> 1. Business context 2. Culture 3. Data 4. Digital analysis 5. Digital environments 6. Diversity and inclusion 7. Learning 8. Legislation 9. Planning 10. Security 11. Testing 12. Tools

Students are required to complete the occupational specialism component.

Component	Level	Content
Occupational specialism (Data Technician)	3	<ul style="list-style-type: none"> • Performance outcome 1: Source, organise and format data securely in a relevant way for analysis • Performance outcome 2: Blend data from multiple sources • Performance outcome 3: Analyse structured and unstructured data to support business outcomes • Performance outcome 4: Interpret data and communicate a result appropriate to the audience • Performance outcome 5: Can apply legal, ethical and professional principles when manipulating data • Performance outcome 6: Discover, evaluate and apply reliable sources of knowledge

Employer involvement

The outline content for this qualification was devised by T Level panels. The panels consisted of employers and industry stakeholders.

We have worked in partnership with employers and other stakeholders to elaborate the content further, create the assessments and set the standards to ensure students achieve the level of competence needed to enter skilled employment.

Progression to higher level studies

This qualification aims to provide students with a number of progression options, including higher level studies at university or further education (FE) colleges. The skills required to progress to higher academic studies are different from those required at levels 1 and 2. Level 3 qualifications enable the development of these skills. Although there is no single definition of higher level learning skills, they include:

- checking and testing information
- supporting points with evidence
- self-directed study
- self-motivation
- thinking for yourself
- analysing and synthesising information/materials
- critical thinking and problem solving
- working collaboratively
- reflecting upon learning and identifying improvements
- presenting information in written and verbal formats

Level 3 criteria can require students to analyse, draw conclusions, interpret or justify, which are all examples of higher level skills and support progression and further learning. If you need any further information, please refer to the NCFE website.

How the qualification is assessed

Assessment is the process of measuring a student's skill, knowledge and understanding against the standards set in a qualification.

The core component is 100% externally assessed. External assessments are set and marked by NCFE. The external examinations and ESP will assess students' core knowledge, understanding and skills relevant to the occupations within the digital business services TQ. Students may be entered for any assessment window of the core component assessments that is most appropriate for them, although in the case of the core external examinations, they must take the 2 examinations in the same sitting.

The occupational specialism component is also externally assessed through synoptic assignments. These synoptic assignments will assess the knowledge, understanding, skills and behaviours required to achieve threshold competence in the student's occupational specialism.

Providers must not give any feedback to the student about their performance in any of the externally assessed components or observation elements.

The assessment consists of:

- core component:
 - written examinations
 - ESP
- occupational specialism component:
 - synoptic assignments (specific to occupational specialism)

Assessment of English, mathematics and digital

The TQ outline content has been reviewed against the general competency frameworks for English, mathematics and digital (EMD). The resulting mapping document is contained in section 3.

For the purposes of the core tests, English skills will be assessed through the students' ability to convey ideas precisely and accurately, and be referred to as quality of written communication (QWC).

Quality of written communication (QWC)

Quality of written communication is assessed within targeted marks for the core examinations and is embedded throughout the assessment objectives within the ESP. No specific marks are available within the occupational specialism; however, a good command of communication and written work is anticipated for success at this level.

Application of mathematics, significant figures and decimal places

Throughout the core examinations for all pathways, students will be assessed on their understanding and application of mathematics. Some questions may require answers to be given to a number of significant figures or a given number of decimal places.

A paper may contain marks that are dependent on students giving final answers to a specified number of significant figures or decimal places. A significant figure mark may not be awarded for an answer given in surd form. In questions where the command word is 'calculate' and the final answer is required in either format, the question should be calculated to at least one additional significant figure or decimal place before giving the final answer as requested in the question.

In all cases where an answer is required to a number of significant figures or decimal places, this will be specified in the question.

Digital skills

Digital skills are expected to be naturally occurring in the ESP and occupational specialism; marks are allocated where they are deemed to occur naturally in the completion of the task.

Rationale for synoptic assessment

Synoptic assessment tests students' understanding of the connections between the topics covered across the performance outcomes within the occupational specialism.

Synoptic assessment enables students to integrate and apply knowledge, understanding and skills with breadth and depth. It also requires them to demonstrate their capability to apply knowledge, understanding and skills across the occupational specialism.

Scheme of assessment for each component

Each component in the core is worth the following weighting:

	% weighting of the core component
Paper A	35
Paper B	35
Sub-total	70
ESP	30
Total	100%

External examinations (core)

Overview of assessment

Paper A

Written examination

Duration: 2 hours

100 marks (plus 6 marks for quality of written communication) = 106 marks total

This paper covers 50% of the core knowledge and understanding

This paper is composed of 3 sections which may consist of multiple-choice questions, short-answer and extended writing:

- Section A: 38 to 44 marks
- Section B: 36 to 42 marks
- Section C: 20 to 26 marks

Paper B

Written examination

Duration: 2 hours

100 marks (plus 6 marks for quality of written communication) = 106 marks total

This paper covers 50% of the core knowledge and understanding

This paper is composed of 3 sections which may consist of multiple-choice questions, short-answer and extended writing:

Section A: Tools and testing: 18 to 24 marks

Section B: Legislation and security: 34 to 40 marks

Section C: Digital analysis and data: 40 to 46 marks

Content subject to assessment

- Paper A – route core elements: 1, 2, 5, 6, 7, 9
- Paper B – route core elements: 3, 4, 8, 10, 11, 12

Assessment objectives and weightings

The external (core) examinations will assess how students have achieved the following assessment objectives (AOs).

	Objective	Weighting*
AO1	Demonstrate knowledge and understanding of the digital business services sector	28%

AO2	Apply knowledge and understanding of the digital business services sector to different situations and contexts	40%
AO3	Analyse and evaluate information and issues related to the digital business services sector	32%

*Both paper A and paper B allocate 6 marks to the quality of written communication (QWC). These marks are bolted on and do not impact on the AO weightings. For example, paper A totals 106 marks of which the AO weightings apply to a total of 100 marks, with the remaining 6 assessing QWC.

Total marks

Paper		Assessment length	% weighting of the core component	Maximum raw mark	Max UMS
External examinations	Paper A	2 hours	35%	106	280
	Paper B	2 hours	35%	106	

AOs	Paper A	Paper B	Total
AO1	28 marks (14%)	28 marks (14%)	56 marks (28%)
AO2	40 marks (20%)	40 marks (20%)	80 marks (40%)
AO3	32 marks (16%)	32 marks (16%)	64 marks (32%)

QWC	6 marks	6 marks	12 marks
Total	106 marks	106 marks	212 marks

The table above shows how the core examination will target the AOs in this qualification. Each version of the core examination will adhere to these mark and percentage weightings. Both paper A and paper B allocate 6 marks to the quality of written communication (QWC). These marks are bolted on and do not impact on the AO weightings.

Assessment availability

There will be 2 assessment opportunities per year in summer (May/June) and autumn (November/December). Please refer to the assessment timetable on the NCFE website for further information.

Assessment conditions

The core external examinations must be invigilated.

All students' scripts must be submitted to NCFE for marking. All assessment material must be securely stored by the approved provider. On-screen assessments will be submitted through the online assessment platform.

Please refer to the regulations for the conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

Employer-set project (core)

Overview of assessment

Externally-set (in conjunction with employers) project

The purpose of the employer-set project (ESP) is to ensure that students have the opportunity to apply core knowledge and skills to develop a substantial piece of work in response to an employer-set brief. The brief and tasks are contextualised around an occupational area and chosen by the student ahead of the assessment window.

To achieve the AOs and meet the brief, the student must demonstrate the following core skills (CS):

CS1	Working with stakeholders to clarify and consider options to meet requirements
CS2	Research and investigate relevant sources and data to meet requirements
CS3	Apply a valid approach to solving data problems, identifying and resolving issues whilst recording progress and solutions to meet requirements
CS4	Ensure that actions identify and mitigate risk to security
CS5	Communicate information clearly to technical and non-technical stakeholders
CS6	Reflect and evaluate their own performance and understand the need for continuous learning and development

The knowledge requirements will be taken from the core knowledge relevant to the brief; the briefs will change for each assessment window.

Duration: 15 hours (assessed)*

*The ESP also includes a non-assessed, pre-release task which has no time limit constraints. However, submission controls are applicable as detailed in the provider guide.

Subject content to be assessed

Content subject to assessment – route core elements 1 to 12

- core skills assessment objectives and core knowledge

Core knowledge relevant to the brief will be covered in the ESP; this will change for each assessment window.

Core skills

In completing the employer-set project (ESP), the student will demonstrate 6 core skills, supported by underpinning knowledge and understanding set out in the route core component.

CS1	Working with stakeholders to clarify and consider options to meet requirements
CS2	Research and investigate relevant sources and data to meet requirements
CS3	Apply a valid approach to solving data problems, identifying and resolving issues whilst recording progress and solutions to meet requirements
CS4	Ensure that actions identify and mitigate risk to security
CS5	Communicate information clearly to technical and non-technical stakeholders
CS6	Reflect and evaluate their own performance and understand the need for continuous learning and development

	Objective	Weighting*
AO1	Plan their approach to meeting the project brief	8 marks (10%)
AO2	Apply core knowledge and skills to business and data analytics	40 marks (50%)
AO3	Select relevant techniques and resources to meet the brief	16 marks (20%)
AO4	Use English, mathematics and digital skills as appropriate	8 marks (10%)
AO5	Realise a project outcome and review how well the outcome meets the brief	8 marks (10%)

Task	AO1	AO2	AO3	AO4	AO5	Marks per task
1	8	4	4	2		18
2a		8	4			12
2b		16	4			20
3		12	4	6		22
4					8	8
Marks per AO	8	40	16	8	8	80 marks
Total % of marks per AO	10%	50%	20%	10%	10%	100%

Assessment availability

There will be 2 assessment opportunities per year in summer (May/June) and autumn (November/December). Please refer to the assessment timetable on the NCFE website for further information.

Assessment conditions

All tasks must be completed under supervised conditions. This means students can access resources in order to complete their assessment.

The approved provider must securely retain all students' evidence and submit that evidence to NCFE for marking.

Please refer to the regulations for the conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

Uniform mark scale (UMS)

The core component is modular, which means that a student can take and resit the assessments in different assessment windows. Assessments may vary slightly in levels of difficulty and, therefore, the mark that represented a C grade in the external examination in one assessment window may not be appropriate in the following assessment window.

To address this, we convert raw marks to uniform marks. The uniform mark scale (UMS) also allows us to account for the relative weighting of the assessment to the qualification as a whole. The maximum UMS points available for each assessment, and the UMS points relating to each grade boundary, are fixed. These are shown in the following table:

Grade boundary	External examination	Employer-set project	Overall
Max	280	120	400
A*	252	108	360
A	224	96	320
B	196	84	280
C	168	72	240
D	140	60	200
E	112	48	160
U	0	0	0

The external examination comprises 2 papers, the results of which are combined before conversion to UMS. Combined grade boundaries for each series will be set by adding together the equivalent boundaries for each paper.

The raw mark grade boundaries are set after each assessment window. NCFE sets these boundaries judgementally, following both qualitative and quantitative analysis, and then converts them to UMS.

Although the raw mark grade boundaries in assessment window 1 and assessment window 2 are different, they have the same value in terms of UMS marks (for example, 168 for a C and 196 for a B) when contributing to the qualification as a whole. NCFE will publish the raw mark grade boundaries following the completion of each assessment window.

Synoptic assignments (Data Technician)

Synoptic assignment comprising 4 tasks.

Duration: 29 hours

Consisting of:

Task 1: 5 hours

Task 2: 10 hours

Task 3: 8 hours

Task 4: 6 hours

Content subject to assessment

All performance outcomes within a chosen occupational specialism are subject to assessment:

- Performance outcome 1: Source, organise and format data securely in a relevant way for analysis
- Performance outcome 2: Blend data from multiple sources
- Performance outcome 3: Analyse structured and unstructured data to support business outcomes
- Performance outcome 4: Interpret data and communicate a result appropriate to the audience
- Performance outcome 5: Can apply legal, ethical and professional principles when manipulating data
- Performance outcome 6: Discover, evaluate and apply reliable sources of knowledge

Assessment weightings

Task	% weighting of the occupational specialism	Max raw mark	Scaling factor*	Maximum scaled mark
Task 1	20%	40	1.067	42.667
Task 2	45%	52	1.846	96.000
Task 3	20%	40	1.067	42.667
Task 4	15%	32	1.000	32.000
Total	100%	164 marks		213

Total marks

164

*Scaled marks for assignments are calculated by multiplying the raw assessment mark with the scaling factor. Scaled marks up to 3 decimal places are combined before being rounded to the nearest whole number. The same approach is used to determine overall combined grade boundaries from assignment grade boundaries.

Assessment availability

There will be one assessment opportunity per year from summer 2023. Please refer to the assessment timetable on the NCFE website for further information.

Assessment conditions

All tasks must be completed under specified conditions. See the tutor guidance in the tutor guidance pack for more detail.

The approved provider must securely retain all students' evidence and submit that evidence to NCFE for marking.

Please refer to the regulations for the conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

Core written examinations

The core written examinations will be available as onscreen and as paper-based examinations. A different version of each examination will be available per mode.

The ESP and the occupational specialism assessments will be released and accessed by providers electronically. The submission of any assessment evidence from providers will also be digital and provided to NCFE electronically, unless otherwise specified.

For instructions on conducting external assessments (including information on malpractice/maladministration), please refer to our regulations for the conduct of external assessments and qualification specific instructions for delivery documents, which are available on the policies & documents page on the NCFE website.

Sample assessment materials

Sample assessment materials can be found on the qualification page on the NCFE website.

Results

Results for each component will be released in accordance with the assessment windows. Please refer to the assessment windows on the NCFE website for further information.

Enquiries about results

If a provider believes a student's result is at variance with their reasonable expectations, they can submit an enquiry about a result in line with our enquiries about results and assessment decisions policy, which is available on the policies & documents page on the NCFE website.

Grading

Core component

The core component is graded A* to E and U.

Core component grade descriptors

Grade	Demonstration of attainment
A	A grade A student can:
	demonstrate relevant and comprehensive knowledge and understanding of a wide range of business contexts and issues
	apply knowledge and critical understanding to select relevant information from a wide range of sources to investigate business organisations and concepts in familiar and unfamiliar contexts, using a wide range of subject specific terminology
	use a range of relevant quantitative skills
	critically analyse and evaluate available information and evidence to make reasoned, substantiated judgements and conclusions, and, where appropriate, suggest viable recommendations for future activity
E	A grade E student can:
	demonstrate basic knowledge and understanding of some aspects of business contexts or issues
	apply, in a limited way, knowledge and understanding to investigate business organisations and/or contexts, using everyday language
	use some obvious, simple quantitative skills
	use and describe some information to draw basic lines of reasoning, make straightforward judgements and, possibly, offer simple suggestions for future activity

Occupational specialism components

The occupational specialism components are graded distinction, merit, pass and ungraded.

Occupational specialism grade descriptors

Grade	Demonstration of attainment
Pass	The evidence is logical and displays the basic knowledge and skills expected of an employee in this sector in the context of the set brief.
	The student demonstrates theoretical knowledge of the sources, foundations, usage and quality of data that is used for analysis. They are able to carry out routine administrative and analytical tasks using simple datasets.
	The student demonstrates an understanding of data blending techniques and is able to carry out routine data blending tasks.
	The student is able to give a simple explanation of how and why data is analysed by a business. They are able to follow the data process in order to build and test a dataset.
	The student is able to demonstrate understanding of visualisation and communication techniques. They are able to provide evidence of communicating data which is relevant to stated business objectives.
	The student is able to state legal and professional principles that are relevant to the manipulation of data. They are able to carry out routine tasks using data in a way that complies with relevant laws and professional standards.
	The student is able to explain how appropriate source of information can be selected and evaluated. They are able to search for relevant information and can assess the reliability of the knowledge that they generate.
Distinction	The evidence produced in response to the brief is precise and logical, displaying a secure grasp of the knowledge and skills that would be expected of a new recruit in the industry.
	The student demonstrates a thorough understanding of the sources, foundations, usage and quality of data that is used for analysis. They are able to carry out complex and non-routine administrative and analytical tasks with minimal supervision using both simple and complex datasets.
	The student demonstrates a secure understanding of a range of data blending techniques and is able to carry out both routine and non-routine data blending tasks competently.
	The student is able to demonstrate a detailed understanding of the reasons why a range of businesses might analyse data. They are able to use their own initiative to follow the data process with minimal supervision in order to build and test a complex dataset in response to a specified business problem.
	The student is able to demonstrate a detailed understanding of a range of visualisation and communication techniques that might be appropriate to a range of organisational needs. They are able to work collaboratively to communicate and visualise data, showing links to business objectives in the materials that they produce.

Grade	Demonstration of attainment
	The student is able to explain the legal and professional principles that are relevant to a range of different data manipulation tasks. They are able to consistently carry out both routine and non-routine tasks in a way that complies with legal requirements and professional standards.
	The student is able to give a detailed explanation of how to select and evaluate a range of different sources of information for a specific task. They are able to search for data that is appropriate to a given task and can corroborate their findings, using appropriate methods to evaluate the suitability of data and making appropriate recommendations for improvements in the collation of data for future tasks.

'Threshold competence' refers to a level of competence that:

- signifies that a student is well-placed to develop full occupational competence, with further support and development, once in employment
- is as close to full occupational competence as can be reasonably expected of a student studying the TQ in a classroom-based setting (for example, in the classroom, workshops, simulated working and (where appropriate) supervised working environments)
- signifies that a student has achieved the level for a pass in relation to the relevant occupational specialism component

U grades

If a student is not successful in reaching the minimum threshold for the core and/or occupational specialism component, they will be issued with a U grade.

Awarding the final grade for each component of the TQ

Each core component's marks will be combined to form the overall grade for the core component.

The marks from the occupational specialism assignment will form the occupational specialism grade.

These grades will be submitted to the Institute for Apprenticeships and Technical Education who will issue an overall grade for the T Level study programme.

Calculating the final grade for the T Level programme

To be awarded an overall T Level grade, a student must successfully pass both components of their TQ, complete an industry placement, achieve level 2 English and mathematics if they have not already achieved this prior to starting a T Level, and meet any other requirements set by the Institute's T Level panel. T Levels will vary in size, largely dependent on the size of the TQ, and on whether a student needs to continue to study English and mathematics.

The full list of Functional Skills/GCSE/other alternative qualifications which meet the English and mathematics requirement for T Levels, including details of flexibility for students with SEND, is published in the Specification of apprenticeship standards for England (SASE), which is available via the Department for Education's (DfE) website.

The overall grade for the T Level programme is based on a student's performance in the TQ and would reflect:

- the comparative size of the core component and the occupational specialism
- the grades achieved for the core component (A* to E) and the occupational specialism (P/M/D)

This grading approach also makes it possible to recognise exceptional achievement, through the award of an overall distinction* grade for students that achieve an A* for the core component and a distinction in their occupational specialism.

The following table shows how the core component and occupational specialism grades are aggregated to produce an overall result for this T Level programme:

Core component 50%/occupational specialism 50%:

		Occupational specialism grade			Core component grade	Overall T Level grade
		Distinction	Merit	Pass		
A*	Distinction*	Distinction	Distinction	Distinction		
A	Distinction	Distinction	Distinction	Merit		
B	Distinction	Distinction	Merit	Merit		
C	Distinction	Distinction	Merit	Pass		
D	Merit	Merit	Merit	Pass		
E	Merit	Merit	Pass	Pass		

This matrix shows the overall TQ grade when both TQ components are combined. For example, if a student achieved a B grade in the core component assessment (indicated by the vertical column on the left) and a merit grade in the occupational specialism assessment (indicated by the horizontal top row), they would achieve a merit grade for the overall T Level programme:

		Occupational specialism grade			Core component grade	Merit
		Distinction	Merit	Pass		
A*	Distinction*	Distinction	Distinction	Distinction		
A	Distinction	Distinction	Distinction	Merit		
B	Distinction	Distinction	Merit	Merit		
C	Distinction	Distinction	Merit	Pass		
D	Merit	Merit	Merit	Pass		
E	Merit	Merit	Pass	Pass		

Section 3: Frameworks

General competency framework

Technical qualifications are required to contain sufficient and appropriate English, mathematics and digital content to help students reach threshold competence in their chosen occupational specialism. As such, a framework of competencies has been developed which awarding organisations are required to use and embed in all technical qualifications (where appropriate).

General English competencies	General mathematics competencies	General digital competencies
GEC1. Convey technical information to different audiences	GMC1. Measuring with precision	GDC1. Use digital technology and media effectively
GEC2. Present information and ideas	GMC2. Estimating, calculating and error spotting	GDC2. Design, create and edit documents and digital media
GEC3. Create texts for different purposes and audiences	GMC3. Working with proportion	GDC3. Communicate and collaborate
GEC4. Summarise information/ideas	GMC4. Using rules and formulae	GDC4. Process and analyse numerical data
GEC5. Synthesise information	GMC5. Processing data	GDC5. Be safe and responsible online
GEC6. Take part in/lead discussions	GMC6. Understanding data and risk	GDC6. Controlling digital functions
	GMC7. Interpreting and representing with mathematical diagrams	
	GMC8. Communicating using mathematics	
	GMC9. Costing a project	
	GMC10. Optimising work processes	

The following table identifies the English, mathematics and digital competencies that we have embedded in the skills throughout this technical qualification. The tutor may also teach competencies that are not listed here, where they naturally occur, but these will not be subject to assessment.

English, mathematics and digital competencies relevant to the digital business services qualification

General competencies	Core skills	PO1:	PO2:	PO3:	PO4:	PO5:	PO6:
English							
GEC1	CS1, CS3, CS5	S1.12, S1.13		S3.1	S4.1, S4.2, S4.3, S4.4		S6.4, S6.5, S6.6
GEC2	CS1, CS5				S4.2		
GEC3	CS1, CS3, CS4, CS5, CS6	S1.12, S1.13			S4.5, S4.6		S6.4, S6.5, S6.6
GEC4	CS4, CS5, CS6		S2.9				S6.1, S6.2, S6.3
GEC5	CS2, CS4		S2.1, S2.3, S2.6, S2.12	S3.2, S3.3		S5.2	S6.4, S6.5
GEC6	CS1, CS5				S4.1		
Mathematics							
GMC1							
GMC2	CS1	S1.2, S1.5, S1.6, S1.9, S1.10	S2.1, S2.8	S3.1, S3.2, S3.3, S3.4, S3.5	S4.3		
GMC3		S1.2, S1.7, S1.13					
GMC4		S1.7, S1.8, S1.10, S1.13	S2.1, S2.2, S2.3, S2.4, S2.5, S2.6, S2.10	S3.1, S3.2	S4.3, S4.4		
GMC5	CS1, CS2, CS3	S1.2, S1.4, S1.8, S1.10	S2.1, S2.2, S2.3, S2.4, S2.5, S2.6, S2.7	S3.1, S3.2, S3.4, S3.5	S4.2, S4.4		

General competencies	Core skills	PO1:	PO2:	PO3:	PO4:	PO5:	PO6:
GMC6	CS4	S1.2, S1.4, S1.5				S5.4, S5.7	
GMC7		S1.5, S1.13		S3.1			
GMC8		S1.5, S1.12, S1.13			S4.3, S4.5, S4.6, S4.7		
GMC9							
GMC10	CS1, CS2, CS3, CS4, CS5, CS6	S1.1, S1.4, S1.5, S1.7, S1.8, S1.10, S1.12, S1.13	S2.1, S2.2, S2.3, S2.5, S2.6, S2.10, S2.11	S3.1, S3.2, S3.4, S3.5	S4.1, S4.3, S4.4, S4.5, S4.6, S4.7		
Digital							
GDC1	CS1, CS2, CS3, CS4, CS5	S1.2	S2.1, S2.2, S2.3, S2.4, S2.5, S2.6, S2.7, S2.8, S2.9, S2.10, S2.11, S2.12, S2.13	S3.4, S3.5	S4.3, S4.4, S4.5	S5.3	S6.1
GDC2	CS2, CS5	S1.7	S2.4, S2.7, S2.9, S2.10, S2.12	S3.1, S3.4, S3.5	S4.3, S4.4, S4.5, S4.6	S5.5	S6.3
GDC3	CS1, CS5	S1.13		S3.2	S4.1, S4.3, S4.5, S4.6, S4.7		S6.4, S6.5
GDC4	CS2, CS3, CS4, CS5, CS6	S1.13	S2.1, S2.2, S2.3, S2.4, S2.5, S2.6, S2.7, S2.8, S2.9, S2.10, S2.11, S2.12, S2.13	S3.1, S3.2, S3.3, S3.4, S3.5	S4.3, S4.4	S5.3, S5.7	

General competencies	Core skills	PO1:	PO2:	PO3:	PO4:	PO5:	PO6:
GDC5	CS1, CS2, CS4, CS5	S1.14		S3.1	S4.1, S4.3	S5.7	S6.2
GDC6		S1.2, S1.6, S1.8	S2.9, S2.10, S2.12	S3.1, S3.4	S4.3, S4.6	S5.1, S5.3	

Section 4: TQ content

Introduction

This section provides details of the structure and content of this qualification.

Qualification structure

The Level 3 Technical Qualification (TQ) in Digital Business Services has 2 components:

- core component, comprising core knowledge and core skills
- occupational specialism components:
 - Performance outcome 1: Source, organise and format data securely in a relevant way for analysis
 - Performance outcome 2: Blend data from multiple sources
 - Performance outcome 3: Analyse structured and unstructured data to support business outcomes
 - Performance outcome 4: Interpret data and communicate a result appropriate to the audience
 - Performance outcome 5: Can apply legal, ethical and professional principles when manipulating data
 - Performance outcome 6: Discover, evaluate and apply reliable sources of knowledge

This combined content indicates the relevant knowledge and understanding of concepts, theories and principles relevant to all occupations within digital business services. The knowledge and skills are all externally assessed through 2 written examinations and an ESP.

The occupational specialisms are divided into performance outcomes, each of which indicates the knowledge and skills required to enable students to achieve threshold competence in the occupational specialism. These performance outcomes are all externally assessed through synoptic assignments, in which the student will be expected to demonstrate required knowledge and skills.

Delivery of content

The content does not have to be taught in a linear fashion. However, providers must pay attention to when the assessments are due to take place to ensure that all of the mandatory content (all elements and performance outcomes) has been taught to students prior to sitting the assessments.

What you need to teach

This section contains all of the mandatory teaching content that underpins the knowledge and skills. The content provided in some cases may not be exhaustive, and providers may wish to teach beyond what is included in the specification in order to support the student's knowledge and understanding.

English, mathematics and digital competencies have been integrated and contextualised within the skills, throughout the qualification content. These competencies are mandatory and subject to assessment. The tutor may also teach competencies that are not listed in this specification, but these will not be subject to assessment.

Route core component

Route core element 1: Business context

What you need to teach

The student must understand:

R1.1 Types of organisations and stakeholders within the business environment.

Organisation types:

- public
- private:
 - small or medium-sized enterprise (SME)
 - large enterprise
 - non-governmental organisation (NGO)
- voluntary/charity:
 - not for profit

stakeholder types:

- internal:
 - end users:
 - owners
 - board of directors
 - employees
 - departments
- external:
 - customers/consumers - purchases goods and services
 - clients - engages professional services
 - direct/indirect competitors
 - outsources services and suppliers
 - shareholders
 - investors

What you need to teach

- funders
- government:
 - local
 - national
 - international

Business environments:

- business to consumer (B2C)
- business to business (B2B)
- business to many (B2M)

R1.2 Key factors that can influence the business environment:

- political factors (for example, cross party focus and agendas)
- economic factors (for example, interest rates, consumer trends, periods of recession)
- social factors (for example, social mobility, market trends, cultural expectations, socioeconomic aspects)
- technological factors (for example, emerging technologies)
- legal factors (for example, legislation changes and updates)
- environmental factors (for example, carbon footprints, digital waste)

R1.3 The measurable value of digitalisation to a business:

- sales and marketing:
 - enhanced market research
 - increased opportunities for brand promotion
 - increased communication and coverage via social media
 - online opportunities for selling/e-commerce
 - tracking and management of customer/service-user retention
 - digital analytics (for example, customer satisfaction scores)
- operations:
 - enhanced communication channels
 - automation of internal systems
 - remote working functionality
- finance:

What you need to teach

- increased fiscal performance
- increased reporting options and functionality
- reduced operating costs
- key performance indicators (KPIs):
 - easier to monitor

R1.4 The influence and impact of digitalisation within a business context and market environment:

- brand differentiation:
 - brand values
- virtualisation/cloud solutions:
 - enabling scalable, elastic computing solutions to meet business demand
- digital innovations:
 - business intelligence and insight
 - unique selling points (USPs)
- processes and business models:
 - digital manufacturing
 - financial
 - research
- wider access to:
 - customer base
 - range of products and services
- contextualising customer behaviour:
 - digital personalisation
 - platform interoperability
- open standards:
 - using non-platform specific digital identity

R1.5 The role of technical change management in digital operational integrity:

- preparation and planning:
 - innovations within digital technology
 - effectively communicating the rationale for the change
 - communicating the benefits of the change

What you need to teach

- getting 'buy in' from all areas of the business who the change affects
- operations:
 - interaction of new or upgraded tools and processes into current digital ecosystem
 - establishing best practice for use of new or upgraded tools and processes
 - facilitating processes and business models
 - applying fixes

R1.6 The components of technical change management:

- change advisory board (CAB):
 - prioritise change requests
 - review change requests
 - monitor change process
 - provide feedback
- request for change:
 - viability:
 - financial
 - resource
 - analysis of benefits of implementing change request
 - stages of approval
- setting SMARTER objectives:
 - specific
 - measurable
 - achievable
 - realistic
 - time-bound
 - evaluate
 - re-evaluate
- risks:
 - resistance to change from staff/teams
 - misuse of the new tools and processes
 - inadequate support, infrastructure or resource

What you need to teach

- change stalling or impeding workflows
- knowledge management and single sources of dependencies
- impact:
 - forecasting the impact of change implementation on the operational environment
 - measuring positive and negative impact
 - analysis of positive and negative impact
- configuration of digital system impacted by the change:
 - current and proposed
- rollback planning - recovering to a previous stable configuration:
 - back-up methodology
 - local
 - cloud
 - disaster recovery planning
- reproducibility:
 - replicating change across other departments or businesses
 - test environment:
 - servers and software
- traceability:
 - responsibility
 - accountability
 - auditing
- document:
 - maintaining up-to-date information
 - recording of all decisions
 - retaining change documentation
 - user training manuals
 - version control

R1.7 Factors that drive change and a range of methods organisations can apply in response to change.

Internal factors:

What you need to teach

- restructuring
- expansion/growth
- downsizing
- new strategic objectives

External factors:

- political:
 - shift in governmental priorities (for example, Brexit, international trade deals)
 - change in government
 - war
- economic:
 - meeting new funding/revenue streams
 - recession
 - inflation
 - consumer trends
- social:
 - change in human behaviour (for example, birth rates)
 - market/social trends (for example, rise in online shopping)
 - socioeconomic aspects
 - remote working
 - cultural expectations
- technological:
 - emerging technologies
 - innovation/efficiency
 - artificial intelligence
 - new payment methods
- legal/regulatory:
 - new legislation
 - changes/updates to legislation (for example, national minimum wage, working hours, General Data Protection Regulation (UK GDPR)/Data Protection Act (DPA) 2018)
 - removal of European Union (EU) legislation

What you need to teach

- environmental:
 - sustainability
 - reduction in carbon footprint
 - green energy
 - digital/tech waste
 - pandemic

- competitors:
 - new product/service
 - entering new markets

Methods to respond to change:

- new or amended:
 - policies (for example, updated health and safety, due to changes in legislation)
 - business processes (for example, implementation of new digital technologies)
 - products or services (for example, innovation for new markets)
- new or improved digital systems for hardware and/or software (for example, DVLA system, NHS referrals, online banking)
- training needs analysis
- restructuring of priorities and resources

R1.8 The steps organisations take to respond to change:

- planning for change:
 - setting budgets and timescales
 - communicating the change activity to all stakeholders
 - clarifying resources required (for example, hardware, software, staffing)
- managing change implementation:
 - monitoring progress during implementation of change
 - maintaining quality of service during change
 - business acceptance and compliance with change
 - team upskilling and development to facilitate the change
 - communicating outcomes of change
 - post-project reviews

What you need to teach

- reinforcing change:
 - reinforcement planning:
 - checking change is implemented
 - what steps to take if change is not implemented quickly enough
 - collating and analysing outcomes of change data
 - monitoring change

R1.9 The measurable value of digital service to customers and end users.

Value to customers:

- efficient digital support for products and services
- timely response to customer queries or needs:
 - communicating expected response time
 - communicating any changes in response and reasons why
- financial savings (for example, product/service price comparisons)
- access and engagement:
 - multi-platform multimodal format (for example, social media, chat, email, phone)
 - time saving
- social integration for user and support community

Value to end users:

- efficient first line, second line and third line digital support to internal staff
- efficient resolution of end user needs
- effective hardware or software deployment

R1.10 The considerations and value of meeting customer and end user needs within a business context.

Considerations to meet customer and end user needs:

- customer or end user profile:
 - cultural awareness/diversity
 - inclusivity
 - accessibility
 - adhering to guidelines, policies and regulatory requirements
 - level of technical knowledge and skills (for example, use of technical terminology)
- customer or end user issues:

What you need to teach

- problem type and pain points:
 - usability
 - functionality
 - training on new systems
- system or service response time
- system or service availability

Value of meeting customer and end user needs:

- increased financial benefit due to customer retention and satisfaction
- improved user experience
- reputational:
 - protection of brand reputation
 - brand awareness
 - positive media exposure
- quantitative and qualitative market research
- product development through product use analytics
- more sophisticated marketing allowing personalised and targeted advertisements for consumers
- positive third-party reviews (for example, unboxings, meta critic, user reviews)

R1.11 Risks and implications within a business environment.

Risks:

- privacy:
 - potential loss of control over personal and business information
- security:
 - compromises to the confidentiality, integrity and availability of all business data
- non-compliance:
 - non-adherence to policies, procedures and legislation
- audience exclusion:
 - bias towards a particular demographic
- insufficient business resilience:
 - inability to adapt to disruptions
 - inability to adapt to change

What you need to teach

- technical:
 - system not fit for business purpose
 - does not meet user requirements

Potential impact of risks:

- lawsuits
- dismissal
- fines
- reputational/brand damage
- withdrawal of licence/rights to practise
- loss of job
- loss of business:
 - reduction in sales

R1.12 The purpose and applications of codes of conduct within a business.

Purpose and application:

- ensures that individuals and organisations operate within policies, procedures and legislation:
 - professional practice
 - industry standard
- describes accepted practice for individuals and organisations:
 - confidentiality
 - ethical principles
 - use of equipment and facilities
 - standard working practice
 - access permissions to data and systems
 - supports individual company values

Types of codes of conduct within a business:

- organisational codes of conduct (for example, Google, Twitter, code of business conduct (COBC))
- professional codes of conduct (for example, British Computer Society (BCS))
- governmental (for example, Technology Code of Practice, Data Ethics Framework)

R1.13 Types of hacker and the implications of hacking and non-compliance with a code of conduct.

Types of hacker:

What you need to teach

- white hat/ethical hacker:
 - working on behalf of businesses to test the security of systems or networks using ethical tools, techniques and methodologies
 - has permission to engage in social engineering within agreed parameters
 - feedback given to businesses on system or network vulnerabilities
- grey hat:
 - accesses systems or networks without malicious intent
 - discloses vulnerabilities to businesses or relevant authority
- black hat:
 - unauthorised access to systems or networks for malicious intent
 - compromises or shuts down security systems or networks
 - unauthorised access to passwords, financial information or other personal data
 - threat actors:
 - hacktivist - motivated by specific cause (for example, animal rights)
 - organised crime syndicate - motivated by financial gain
 - nation state - motivated by political agenda

Implications of hacking and non-compliance:

- internal implications:
 - disciplinary action
 - loss of employment
 - restriction of potential employability
 - restricted privileges
- external implications:
 - loss of status with professional bodies
 - prosecution:
 - fines
 - imprisonment
 - reputational damage

Route core element 2: Culture

What you need to teach

The student must understand:

R2.1 How the increasing reliance on digital technology can cause ethical and moral impacts on business and society.

Impacts on business:

- impact on company culture:
 - changes in face-to-face communication (for example, remote working, video conferencing)
 - increase in expected productivity and outputs
 - increase reach and scale
 - increase of staff monitoring
 - adaptive working practices
- autonomous operation:
 - dehumanisation of service:
 - loss of jobs
 - loss of human empathy in decision making
 - shift in skill requirements and skills redeployment

Impacts on society:

- loss of privacy:
 - digital footprint
 - surveillance
- changing behaviours:
 - social skills
 - scalable remote engagement, wider peer and professional networks
 - creation and curation of a digital identity
- communication access:
 - resistance to technological change
 - potential isolation:
 - transition to remote communication and services
 - due to lack of digital skills or technology
 - locations (for example, limited mobile data coverage)

What you need to teach

- improved access to information (for example, educational, online employment searches, access to 24/7 advice - NHS)

R2.2 The impact of unsafe or inappropriate use of digital technology and mitigation techniques to reduce impact.

Impacts:

- psychological:
 - cyberbullying
 - mental health
 - addiction (for example, gambling, gaming, social media)
 - stress
- physical:
 - posture
 - eye strain
 - repetitive strain injury (RSI)
 - reduction of physical activity
 - disturbed sleep patterns

Mitigation techniques:

- regulate use of digital technology (for example, effects on sleep patterns, effects on mental health, screen breaks)
- report misuse to relevant authority (for example, platform owners, police)
- display screen equipment (DSE) and workstation assessment:
 - equipment (for example, footrest, back support, screen filters)
- self-exclusion (for example, gambling website/app)

Route core element 3: Data**What you need to teach**

The student must understand:

R3.1 The fundamental characteristics of data.

Data types:

- numeric

What you need to teach

- text
- media
- geospatial
- temporal
- logical

Sources of data for organisations:

- internal:
 - sales data
 - marketing data:
 - engagement data
 - financial data
 - employee data
 - customer data
 - usage data:
 - traffic data
- external:
 - public (for example, open data, repositories)
 - government (for example, data.gov.uk)
 - suppliers
 - competitors
 - sector/industry
 - market research
 - repositories

Storing data:

- on premises:
 - internal databases
 - file structures and formats
 - hard drives:
 - solid state drive (SSD)
 - hard disk drive (HDD)

What you need to teach

- portable storage devices
- file servers
- network attached storage (NAS) devices
- storage area network (SAN)
- cloud storage:
 - file storage
 - object storage
 - block storage
 - elastic cloud/scalable storage
 - cloud-based database services

R3.2 The fundamental functions of information systems and the application of data:

- input - data inputted in preparation for processing
- storage - recording and retention of data on an appropriate format:
 - create/store - retain data records for future use or compliance
 - organise - restructure and rank data in a specific order
- processing - transforming data into meaningful output:
 - analyse - business/digital insight through search queries/criteria
 - update - ensuring data records are up-to-date
 - remove - removal of data entries where appropriate
 - integrate - integrate different sets of information together
- output - data generated by the information system:
 - read/search - identify and find specific information
 - insight - gain from processing to support decisions
- feedback loop - a system structure that allows output to influence future input

R3.3 The concepts and tools of data modelling.

Concepts:

- hierarchical database model - data organised and accessed in hierarchy structure
- network model - data organised and accessed through nodes and links
- entity relationship model - data organised and accessed through use of relationships

Tools and their application:

What you need to teach

- entity relationship diagram (ERD):
 - used to design relational databases
- data flow diagram (DFD):
 - level zero and level one
 - visual representation of information flow within a system

R3.4 The concepts involved in data entry and maintenance.

Data entry:

- assign common data types to screen input boxes:
 - numeric:
 - integer
 - float
 - double
 - text:
 - strings
 - char
 - Boolean:
 - true/false
- reducing risk of data entry errors:
 - validation - check that user-entered data is sensible and in correct format
 - verification - check that user-entered data is accurate
- privacy:
 - compliance with standards and legislation for usage and storage

Data maintenance:

- user:
 - editable data screens for permitted data changes
- system administrator:
 - privileges to allow direct changes to data:
 - user level
 - user group level
 - file level

What you need to teach

Business resource considerations for data entry and maintenance:

- operational:
 - time
 - staffing
- financial:
 - budget
 - estimating and forecasting
- technological:
 - hardware
 - software
 - storage

R3.5 Characteristics of data formats and importance for analysis.

Data formats:

- file-based structure:
 - data held within one file
 - consistent set of attributes, data types and validation
 - context is held within the file
 - data is referenced within the file
 - data stored in flat file format
- directory-based structure:
 - data held across multiple files
 - contains multiple attributes, data types and validation
 - context held within the file and the structure
 - relational data is referenced across multiple files
 - datasets are extracted from system and filtered
 - data can be structured in a hierarchy system
 - allows multiple data owners and sources
- relational database systems:
 - data organised using normalisation to reduce redundancy
 - data connect by relationships

What you need to teach

- structured query language (SQL)/data processing language
- server-client implementation

Importance for analysis:

- easier to query
- easier to keep up-to-date
- supports with drawing conclusions
- allows sharing of data

R3.6 Methods of presenting and visualising data and their suitability for application.

Presenting data:

- reports
- digital slides
- webinars
- extended reality (XR):
 - virtual reality (VR)
 - augmented reality (AR)
- video
- sound
- animation

Visualising data:

- graphs (for example, bar, line)
- charts (for example, pie, funnel, area)
- data tables
- dashboards
- infographics
- maps
- heat maps

Suitability for application:

- formal or informal
- meeting requirements:
 - brief

What you need to teach

- audience
- level of technical knowledge and skills (for example, use of technical terminology)

R3.7 Applications of data within an organisation:

- analysis:
 - identifying trends and patterns
 - monitoring performance:
 - staff
 - product/service usage
 - forecasting (for example, predictive analytics)
 - informing decision making
- marketing:
 - customer profiles
 - targeting customers
 - direct promotion
- operational management:
 - monitoring and control of operations
 - setting and monitoring of KPIs
 - service improvement

R3.8 Types of data access management across platforms within a digital environment.

Types of data access management:

- user access controls:
 - physical access
 - remote access
 - permissions
 - authentication
- application programming interface (API):
 - set of rules or specifications
 - allows interface between software

R3.9 Types and application of access control methods:

- role-based access control (RBAC) - restricts or allows access to resources based on the role of a user

What you need to teach

- attribute-based access control (ABAC) - restricts or allows access based on attributes or characteristics
- mandatory access control (MAC) - restricts or allows access based on a hierarchy of security levels
- discretionary access control (DAC) - restricts or allows access based on resource owner preference

Route core element 4: Digital analysis**What you need to teach**

The student must understand:

R4.1 The characteristics and applications of algorithms in digital analysis:

- algorithms - a process or set of clearly defined rules followed to support calculations or problems solving

Characteristics of algorithms:

- finiteness - finite number of steps
- unambiguous - steps must be clear and lead to one meaning
- clearly defined inputs and outputs
- logical sequencing of steps
- iteration - repetition of steps until results achieved
- selection - input leading to choice of step
- structured English

Applications of algorithms for digital analysis:

- automate calculations to improve efficiency of a process
- design a step by step solution to solve a problem
- support machine learning for data analysis

R4.2 The process of computational thinking and tools applied in problem solving and algorithm design.

Process of computational thinking:

- decomposition - breaking down a complex problem or system into manageable components
- pattern recognition - identification of patterns within problems
- abstraction - analyse information, filter and remove unnecessary detail
- action:

What you need to teach

- sequence - order of processes
- selection - execution only when conditions met
- iteration - repetition until conditions met

Tools for problem solving and algorithm design:

- decomposition diagram
- flowchart
- pseudo code

Route core element 5: Digital environments**What you need to teach**

The student must understand:

R5.1 Components of physical computing systems and their applications:

- chassis - to house the components of a system
- optical drive - CD/DVD reader and writer
- mainboard/motherboard - allows internal devices to communicate
- central processing unit (CPU) - main computing part of unit
- random access memory (RAM) - volatile temporary storage
- graphics processing unit (GPU) - enables the ability for output to display unit
- storage (for example, SSD/HDD) - used to store data
- fans - used to maintain the temperate of computing system
- peripherals:
 - screen
 - keyboard
 - mouse

R5.2 Types and applications of networks, hardware and software, and the functions of internet of things (IoT).

Networks:

- personal area network (PAN) - single peer to peer connectivity (for example, wireless headset to a computer)

What you need to teach

- local area network (LAN) - interconnected devices belonging to the same organisation within one area (for example, within an office building)
- metropolitan area network (MAN) - 2 or more interconnected LANs within a small geographical area (for example, buildings at opposite ends of town)
- wide area network (WAN) - many interconnected LANs over a large geographical area (for example, the internet)
- virtual private network (VPN) - used to create a secure connection between a device and a network or between different networks (for example, working from home device connecting to corporate network using provided VPN)

Hardware:

- switch - provides connectivity to multiple network devices
- router - used to route traffic between networks
- network interface devices:
 - peripheral component interconnect (PCI) network cards
 - universal serial bus (USB) network cards
- cabling:
 - copper
 - fibre optic
- wireless access point - used to deliver wireless networking to capable devices
 - servers

Software:

- system software:
 - operating system (OS):
 - proprietary (for example, Microsoft Windows, Apple macOS)
 - open source (for example, Linux, Unix)
 - network operating system (NOS)
 - file management utilities
- application software:
 - productivity suites (for example, video editing)
 - protection software (for example, firewall, anti-virus)
 - web browsers (for example, Chrome, Firefox, Edge)

Function of IoT:

What you need to teach

- devices dedicated to basic services, data collection, manipulation or analysis, requiring servers to process the task and information:
 - data collection, analysis and manipulation:
 - edge computing
 - sensors (for example, temperature sensors, vibration sensors)
 - network utilisation
 - use within an industrial context
 - use within a smart city context
 - use within a domestic context (for example, home-based)

R5.3 The types and applications of protocols used to create networks and network referencing models.

Protocols:

- web protocols - applied to web communication (for example, retrieving websites):
 - hypertext transfer protocol (HTTP)
 - hypertext transfer protocol secure (HTTPS)
- mail protocols - the ability to send and receive emails:
 - simple mail transfer protocol (SMTP)
 - post office protocol (POP)
 - internet message access protocol (IMAP)
- routing protocols - used to route data between networks:
 - routing information protocol (RIP)
 - open shortest path first (OSPF)

Network referencing models:

- open systems interconnection (OSI):
 - used in troubleshooting - standardised approach to computing system with an underlying structure characterised by 7 layers:
 - physical
 - data
 - network
 - transport
 - session
 - presentation

What you need to teach

- application
- transmission control protocol, internet protocol, user datagram protocol (TCP/IP/UDP):
 - set of communication protocols used by the internet and computer systems characterised by 5 layers:
 - physical
 - data
 - network
 - transport
 - application:
- file transfer protocol (FTP)
- secure file transfer protocol (SFTP)
- dynamic host configuration protocol (DHCP)
- domain name system (DNS)

R5.4 The components and benefits of virtual computing systems.

Components:

- virtual machines (VMs):
 - clients (for example, virtual PC, virtual switch, virtual router)
 - servers
- hypervisor:
 - type 1 (for example, Microsoft Hyper-V, VMware ESXi)
 - type 2 (for example, virtual PC, virtual server, VMware Workstation)

Benefits:

- more cost effective in larger digital environments
- easier to manage and maintain larger environments
- resilient (for example, clustering)
- environmental (for example, lower carbon footprint)
- disaster recovery options
- efficient testing environments
- education and training platform

R5.5 The types, services and benefits of cloud computing.

What you need to teach

Types of cloud:

- private
- public
- community
- hybrid

Cloud services:

- infrastructure as a service (IaaS):
 - applications, OS and data are client managed
 - servers, network infrastructure and storage are vendor managed
- platform as a service (PaaS):
 - applications and data are client managed
 - servers, network infrastructure, storage and OS are vendor managed
- function as a service (FaaS):
 - functions are client managed
 - network infrastructure is vendor managed
- software as a service (SaaS):
 - access to application software
 - no installation or maintenance
 - client only managed user
 - rest is managed by the vendor
- everything as a service (XaaS):
 - outsourcing all organisational digital requirements

Benefits of cloud computing:

- cloud portability - ability to quickly and easily move services
- cloud sourcing - purchasing services from a third-party using the cloud
- elastic cloud - on-demand services which can be scaled to meet needs
- storage - no physical limitations on storage capacity
- cost effective - efficiencies of scale

R5.6 The methods and benefits of creating a resilient digital environment.

Methods of creating a resilient digital environment:

What you need to teach

- installation of software updates/upgrades
- replacement and removal of hardware
- adding redundancy into systems
- decommission and removing legacy hardware and software
- device hardening:
 - removing unneeded applications, ports, permissions and access
 - limiting user account functions
- maintaining effective back-up systems:
 - on premises
 - offsite/remote
 - cloud
- appropriate and reviewed standard operating procedures (SOPs)
- structured staff training for:
 - new hardware/software
 - staff inductions
 - new and updated policies and procedures

Benefits of a resilient digital environment to the organisation:

- increased security:
 - secure transfer of data
 - secure storage of data
 - reduced system vulnerabilities
 - reduced probability of targeted cyber attacks
- increased reputation and profile:
 - customer confidence
 - protects brand image
- lower downtime of services

Route core element 6: Diversity and inclusion

What you need to teach

The student must understand:

R6.1 The principles of digital inclusion, and legislation relating to equality and diversity.

Digital inclusion principles:

- ensuring no one is disadvantaged by a digital system
- checking for bias within datasets before use
- access:
 - technology
 - connectivity
 - conforming to codes of best practice (for example, Web Content Accessibility Guidelines (WCAG))
- technical knowledge and skills

Legislation:

- the Equality Act 2010:
 - direct discrimination
 - indirect discrimination
 - 9 protected characteristics:
 - age
 - disability
 - gender reassignment
 - marriage and civil partnership
 - pregnancy and maternity
 - race
 - religion or belief
 - sex
 - sexual orientation
- the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018
- the Equality and Human Rights Commission (EHRC) Statutory Code of Practice for 'Services, Public Functions and Associations' under the Equality Act

R6.2 The business benefits of diversity and inclusion:

What you need to teach

- more innovative products
- greater appeal to potential employees
- inclusive products
- ability to connect authentically to black, Asian and minority ethnic (BAME) groups
- reduce risk of reputational damage from non-inclusive products

R6.3 Approaches to addressing demographic imbalance in the digital sector:

- increasing cultural awareness of different types of bias
- application of digital inclusion principles
- inclusion by design of digital technologies and systems
- government initiatives
- inclusive recruitment

R6.4 How digital inclusion affects individuals and organisations in the digital sector.

Effects of digital inclusion:

- individuals:
 - inclusive services
 - increased career opportunities
 - enhanced access and connectivity to digital technology
 - greater social mobility
 - greater scope of communication and collaboration
- organisations:
 - greater variation in employment demographics
 - enhanced connectivity in more remote communities
 - creating and expanding commercial markets
 - greater profitability
 - more innovation
 - more skilled workforce
 - more inclusion resulting in greater employee retention

Adverse effects when principles of digital inclusion are not applied:

- individuals:
 - reduced quality of life

What you need to teach

- social isolation
- restriction in services
- financial loss
- organisations:
 - lack of skilled people for required roles
 - lack of innovation
 - breach of legalisation and regulations
 - restriction in services
 - financial loss
 - reputational damage
 - breach of regulations

Route core element 7: Learning**What you need to teach**

The student must understand:

R7.1 The advantages of personal and professional development in the digital sector:

- increased industry and sector competence and knowledge
- increased employability potential and employment security
- achieving accreditation to specific professional disciplines
- maintaining currency and relevance to industry
- achieving access to specific professional bodies
- knowledge of and adherence to industry standards

R7.2 Areas of emerging technology and innovative applications within a commercial and domestic context:

- new mediums for storing information (for example, DNA data storage)
- quantum computing/internet and quantum cryptography
- IoT
- artificial intelligence
- XR:

What you need to teach

- AR
- VR
- mixed reality (MR)
- blockchain
- application of 3D printing
- 5G
- drones
- green computing

R7.3 Types of reflection and creativity techniques and how they influence practice within the digital sector.

Reflection techniques:

- Kolb's experiential learning cycle - 4 stages of reflecting on experience:
 - concrete - learning from feelings or experiences
 - reflective - learning from watching
 - abstract - learning from reflections and thinking
 - active - learning from practical application of ideas
- Gibbs' reflective cycle - 6 stages of reflecting on experience:
 - description - recording key components of the task or project (for example, expected outcome, actions taken, data of occurrence)
 - feelings - recording reactions and feelings
 - evaluation - reviewing positive and negative actions and outcomes
 - analysis - reflecting on process and outcomes of task or project
 - conclusion - summarising actions and outcomes from task or project
 - action plan - recording future plans and areas for improvement
- Boud, Keogh and Walker's model - 3 stages of reflecting on practice:
 - experience - considering behaviour, ideas and feelings
 - reflective - returning to and re-evaluating experiences
 - outcomes - gaining new perspectives or changes in behaviour

Creativity technique:

- design thinking:
 - identify users' needs

What you need to teach

- empathise with users' needs
- define the problem
- hypothesise
- map/challenge assumptions
- ideate - create ideas that might solve the problem
- prototype feedback loop
- conduct qualitative research with users
- validate/disprove assumptions
- iterate prototype based on research

R7.4 Sources of knowledge within the digital sector and the factors that need to be considered when assessing the reliability and validity of a source.

Sources of knowledge:

- forums
- textbooks
- academic papers
- white papers
- supplier literature
- search engines
- websites
- blogs
- wikis
- social media
- conferences
- developer kits
- e-learning
- subject matter expert

Reliability and validity factors:

- author expertise
- bias
- evidence

What you need to teach

- subjectivity
- context
- intended audience
- date of publication
- corroboration of sources
- citations

Route core element 8: Legislation**What you need to teach**

The student must understand:

R8.1 Legislation and regulation requirements applied across sectors in a digital context.

UK requirements:

- Health and Safety at Work etc Act 1974 (including Work at Height Regulations 2005, Manual Handling Operations Regulations 1992, Management of Health and Safety at Work Regulations 1999, Health and Safety (Display Screen Equipment) Regulations 1992):
 - key features:
 - adequate training of staff
 - adequate welfare provision for staff at work
 - a safe working environment that is properly maintained
 - suitable provision of relevant information, instruction and supervision
- Investigatory Powers Act 2016:
 - key features:
 - enhances powers for law enforcement and security agencies to obtain and intercept communications and data
 - highlights the way in which new powers are authorised and overseen
 - ensures powers are fit for the digital age
- Freedom of Information Act 2000:
 - key features:
 - public sector is required to publish information
 - members of the public are entitled to request information from public authorities

What you need to teach

- Computer Misuse Act 1990:
 - key features:
 - governs unauthorised access to computer programmes or data
 - governs unauthorised access with further criminal intent
 - governs unauthorised modification of computer material
 - Digital Economy Act 2017:
 - key features:
 - regulation of communication infrastructure and services
 - Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018:
 - key features:
 - to make clear the level of accessibility required across websites or applications
 - Copyright, Designs and Patents Act 1988:
 - key features:
 - protects intellectual property rights
 - enables control over the ways in which material can be used
 - Waste Electrical and Electronic Equipment Regulations 2013:
 - key features:
 - governs the safe and environmentally responsible disposal of electrical equipment
 - Human Rights Act 1998:
 - key features:
 - governs an individual's right to privacy
 - governs surveillance
 - Data Protection Act 2018:
 - key features:
 - implementation of UK GDPR
- International requirements:
- European Convention on Human Rights (ECHR) - Article 8:
 - key features:
 - the right to respect for family and private life
 - UK GDPR (General Data Protection Regulation):

What you need to teach

- key features:
 - lawfulness, fairness and transparency
 - purpose limitation
 - data minimisation
 - accuracy
 - storage limitation
 - integrity and confidentiality (security)
 - accountability
 - data security
- Electronic Communications Privacy Act (ECPA) 1986 - USA:
 - key features:
 - protect wire, oral and electronic communications while in transit
- Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act 2003 - USA:
 - key features:
 - sets rules for commercial emails and gives rights to recipients (for example, to unsubscribe)

R8.2 The role of criminal law, industry standards and professional codes of conduct in a digital context.

Criminal law:

- national:
 - maintains order
 - resolves disputes
 - protects individuals and property
 - safeguards civil liberty
- international:
 - governs offences committed outside of the UK

Industry standards and professional codes of conduct:

- compliance
- facilitating competition within industry
- promoting innovation
- providing interoperability between new and existing systems

What you need to teach

- ensuring security
- ensuring transparency of sectors

R8.3 Where to access industry standards and professional codes of conduct in a digital context.

Industry standards:

- International Organization for Standardization (ISO)
- Internet Engineering Task Force (IETF):
 - Request for Comments (RFC)
- Electronic Industries Alliance/Telecommunications Industry Association (EIA/TIA)
- British Standard (BS)
- Institute of Electrical and Electronics Engineers (IEEE)
- Payment Card Industry Security Standards Council (PCI SSC)

Professional codes of conduct:

- British Computer Society (BCS)
- Institution of Analysts and Programmers (IAP)
- Chartered Institute of Information Security (CII Sec)

R8.4 The importance of keeping up-to-date with UK and international legislation and regulations and potential consequences to businesses across sectors of being non-compliant.

Importance:

- protection for business
- protection for customer
- avoiding consequences of non-compliance

Potential consequences of non-compliance:

- financial:
 - fines
 - loss of business/income
- legal:
 - prosecution
- professional:
 - termination of employment
 - revoked responsibilities

What you need to teach

- reputational:
 - brand damage
 - customer perception
- sector specific consequences (for example, health, education, retail, hospitality)

Route core element 9: Planning**What you need to teach**

The student must understand:

R9.1 The principles of project planning.

Identification of project aims and objectives:

- project scope:
 - user/client requirements
 - business case
- expected outcomes
- stakeholder map
- timeline and deadlines
- linked to organisational strategic objectives

Resource requirements:

- people and skills
- estimates and costings
- venues/premises
- facilities
- equipment
- hardware and software
- stakeholder engagement

Budgeting:

- accurate estimating and forecasting
- financial contingency planning
- reasonable and documented assumptions

What you need to teach

Cost-benefit analysis:

- viability of project
- quantifying the intended deliverables

Project lifecycle:

- timing and scheduling (for example, communication plan, reporting schedules)
- work packages to break down deliverables
- milestones
- prioritisation identification
- dependencies identification

Risk and issues management:

- identification
- probability
- impact
- prioritisation
- analysis
- mitigation controls
- contingency planning

Quality management:

- monitoring of project deliverables
- quality assurance
- quality control
- review and audit

R9.2 The consequences of ineffective project planning:

- under-resourced
- escalating costs
- exceeding timeframes
- unable to deliver outcomes
- negative environmental impact
- health and safety risks
- scope creep

What you need to teach**R9.3 The application of project planning techniques in a business context.**

Techniques:

- programme evaluation review technique (PERT) - used to identify and estimate timescales of project activities
- critical path analysis (CPA) - used to identify key tasks within a project
- work breakdown structure (WBS) - used to break down the scope of project into manageable work packages
- responsible, accountable, consulted and informed (RACI) matrix - used to manage and categorise stakeholders
- must have, should have, could have, won't have (MoSCoW) – used to prioritise the requirements of a project

Route core element 10: Security**What you need to teach**

The student must understand:

R10.1 Types of confidential company, customer and colleague information:

- human resources:
 - salaries
 - benefits/perks
 - employment data:
 - recruitment
 - termination
 - appraisals/disciplinary
 - medical information
- commercially sensitive information:
 - sales revenue
 - trade secrets
 - profit margins
 - client/customer details
 - stakeholder details

What you need to teach

- contracts
 - intellectual property (IP)
- access information:
 - passwords
 - multi-factor authentication
 - email accounts
 - phone numbers
 - access codes

R10.2 The importance of maintaining and the consequences of not maintaining confidentiality, integrity and availability (CIA).

The importance of maintaining CIA:

- maintains compliance
- maintains trust with internal and external stakeholders
- promotes positive brand image
- avoids security risks and unauthorised access

The consequences of not maintaining CIA:

- financial:
 - regulatory fines
 - refunds/compensation to customers
 - loss of earnings
- legal:
 - lawsuits
 - termination of contract
- reputational:
 - loss of clients
 - damage to brand

R10.3 The technical and non-technical threats that may cause damage to an organisation:

- technical:
 - botnets
 - denial-of-service (DoS)

What you need to teach

- distributed denial-of-service (DDoS)
- hacking:
 - cross-site scripting (XSS)
 - password-cracking software
 - SQL injection
- malware:
 - viruses
 - trojans
 - worms
 - remote access trojans (RATs)
 - key loggers
 - ransomware
 - spyware
 - adware
- malicious spam:
 - phishing
 - spear phishing
 - smishing
 - vishing
 - pharming
- buffer overflow
- non-technical:
 - human error
 - malicious employees
 - disguised criminals
 - natural disaster (for example, flooding)
 - social engineering

R10.4 The technical and non-technical vulnerabilities that exist within an organisation:

- technical:
 - inadequate encryption (for example, weak or outdated)

What you need to teach

- out-of-date:
 - software
 - hardware
 - firmware
- software no longer supported by supplier:
 - compatibility of legacy systems
 - fail-open electronic locks
 - weak passwords (for example, default passwords)
 - missing authentication and authorisation
 - exploitable bugs/zero-day bugs
- non-technical:
 - employees:
 - not following policies and procedures
 - competency levels of staff
 - lack of recruitment screening
 - poor data/cyber hygiene (for example, not archiving dormant staff accounts and access)
 - physical access controls:
 - inadequate security procedures:
 - door access codes not changed regularly
 - using simple access codes and reusing access codes (for example, 1234)
 - no monitoring of access to secure areas
 - unnecessary staff access to secure areas

R10.5 The potential impacts of threats and vulnerabilities on an organisation:

- loss of sensitive information
- unauthorised access to the system or service
- overload of the system to affect a service
- corruption of a system or data
- damage to system operations
- disclosure of private information and credentials
- unauthorised access to restricted physical environment

What you need to teach

- essential security updates not installed

R10.6 Risk mitigation controls to prevent threats to digital systems:

- National Cyber Security Centre (NCSC) Cyber Essentials:
 - firewall to secure internet connections
 - choose most secure settings for devices and software
 - control access to data and services
 - protection from viruses and malware
 - up-to-date software and devices
- anti-virus and anti-malware software
- firewalls:
 - software
 - hardware
- intrusion detection and prevention systems
- encryption:
 - purpose
 - process
 - protocols
- user access, policies and procedures:
 - permissions
 - IT user policies
- staff training and continuous professional development (CPD):
 - human firewall
- back-ups:
 - full
 - incremental
 - differential
- software and system maintenance:
 - importance of latest software updates
 - scheduled maintenance
 - interruption to service

What you need to teach

- air gaps
- honeypot
- virtual private networks (VPNs)

R10.7 The process and protocols of internet security assurance.

Processes:

- installation and configuration of firewalls:
 - inbound and outbound rules:
 - traffic type rules
 - application rules
 - destination and source rules
- network segregation:
 - VLANs
 - physical network separation
 - offline networks
- network monitoring
- removable media controls
- anti-virus
- managing user privileges
- penetration/vulnerability testing:
 - port scanning
 - SQL injecting testing
 - Secure Sockets Layer (SSL)/Transport Layer Security (TLS) scanning

Protocols:

- VPN:
 - IPSec VPN
 - SSL VPN
- SSL/TLS
- Secure File Transfer Protocol (SFTP)
- Secure Shell (SSH) - secure connection to devices
- HTTPS

What you need to teach**R10.8 The interrelationship of components required for an effective computer security system.**

Components:

- confidentiality, integrity and availability (CIA)
- identification, authentication, authorisation and accountability (IAAA)
- risk management:
 - threats
 - vulnerabilities
 - impact
 - probability
 - mitigation

Route core element 11: Testing**What you need to teach**

The student must understand:

R11.1 The purpose of testing digital components.

Purposes of testing:

- functionality
- usability
- compatibility
- accessibility
- customer/client/end user satisfaction
- fault-finding and de-bugging
- impact assessment
- efficiency of individual components
- review accuracy of data
- ensuring desired outcome (for example, service or product)
- performance monitoring

Digital components:

- software

What you need to teach

- hardware
- data
- interfaces
- test scripts

R11.2 The process of applying root cause analysis to problems:

- define the problem
- collect data relating to the problem
- identify what caused the problem
- prioritise the causes
- identify solutions to the underlying problem
- implement the change
- monitor and sustain

R11.3 Testing methods and their application in the digital sector:

- concept testing:
 - scoping and validating requirements
 - informing decisions before committing time and resources to a project
- usability/audience testing:
 - testing whether the functionality fulfils the desired outcome
 - identifying usability problems
 - determining user satisfaction with product
- stress testing:
 - testing whether a system can function with expected demand by replicating real world load
- penetration testing:
 - determining vulnerabilities in a controlled environment
 - authorised attack on systems
- black box testing:
 - testing inputs and outputs against expected results
 - measuring the functional requirements of a system
- white box testing:
 - testing internal structure of process flows

Route core element 12: Tools

What you need to teach

The student must understand:

R12.1 The application of digital tools and methods in a business context.

Presentation tools:

- slide/page presentation software:
 - product demo
 - sales meetings
 - training
 - promotion and marketing (for example, expos, speaking at events)
- digital infographics:
 - posters
 - leaflets
- graphs:
 - sales trends
 - market comparisons
- dashboards:
 - display/monitor KPIs
 - management information
 - business intelligence

Project management methodologies:

- agile - promotes adaptability through different iterations:
 - frameworks:
 - Scrum
 - Kanban
 - lean
- waterfall - definitive stages that follow on from each other
- spiral
- rapid application development (RAD)

Project management tools and their application:

- Gantt charts - used to measure time scales and milestones of a project

What you need to teach

- flowcharts - outline the logical process for workflow
- stakeholder power interest matrix - visual representation to assess stakeholder priority
- budget sheets - organise and document finances over project lifespan (for example, forecasting, expense tracking)

Evaluation tools:

- marketing analytics tools:
 - search analytics
 - social media analytics
- financial analytics tools
- reporting tools
- data mining

R12.2 The application of collaborative communication tools and technologies in business.

Communication tools and technologies:

- intranet
- shared workspaces:
 - online
 - on premise
- shared documents
- discussion threads
- online shared storage
- mark-up:
 - track changes
 - comments
- video conferencing

Route core skills

The employer-set project (ESP) requires that students apply and contextualise core knowledge through the demonstration of the following core skills. Parameters have been provided for each skill in order to define what students must be able to demonstrate to fully satisfy the requirements of the ESP.

CS1. Working with stakeholders to clarify and consider options to meet requirements

Route core underpinning knowledge:

- Route element 1 - Business context
- Route element 2 - Culture
- Route element 8 - Legislation
- Route element 9 - Planning
- Route element 12 - Tools

The student must be able to:

- identify scope of processes and expected outcomes:
 - collect data to clarify appropriate details
 - estimate budget and timescales
 - assess and calculate potential risk to meet requirements
 - assess cultural impacts to meet requirements
- analyse options to meet stakeholder requirements
- discuss with stakeholders to agree parameters based on analysis of options:
 - ask and respond to questions to clarify understanding
 - explain and present information using technical language correctly and coherently
 - encourage contributions from all stakeholders
 - summarise key points of discussion
- identify roles of stakeholders:
 - responsibilities
 - accountabilities
 - consulted

The student must be able to:

- informed
- systematically organise and accurately record decisions and changes
- gather, process and store all information and data responsibly, in compliance with appropriate regulations and standards

(GEC1, GEC2, GEC3, GEC6, GMC2, GMC5, GMC10, GDC1, GDC3, GDC5)

CS2. Research and investigate relevant sources and data to meet requirements**Route core underpinning knowledge:**

- Route element 3 - Data
- Route element 7 - Learning
- Route element 8 - Legislation
- Route element 11 - Testing

The student must be able to:

- review and analyse requirements
- identify and gather relevant sources:
 - apply factors of validity and reliability
 - comply with appropriate regulations and standards when gathering sources
 - identify potential bias in sources
- develop search criteria to synthesise queries to support research and investigation
- apply search queries to identify and gather data from sources
- analyse and interrogate data to draw conclusions from the investigation
- identify and apply appropriate testing methods to verify and validate conclusions
- record final conclusions and outcomes of testing

(GEC5, GMC5, GMC10, GDC1, GDC2, GDC4, GDC5)

CS3. Apply a valid approach to solving data problems, identifying and resolving issues whilst recording progress and solutions to meet requirements

Route core underpinning knowledge:

- Route element 1 - Business context
- Route element 3 - Data
- Route element 4 - Digital analysis
- Route element 5 - Digital environments
- Route element 7 - Learning
- Route element 9 - Planning
- Route element 11 - Testing

The student must be able to:

- identify and investigate the scope of the problem
- decompose problem into components parts:
 - identify and analyse individual issues
- prioritise identified issues
- identify possible solutions and fixes
- plan, implement and test possible solutions and fixes
- apply appropriate solutions and fixes based on tested outcomes
- accurately record progress and outcomes:
 - use technical language correctly to aid understanding of outcome
 - organise outcomes logically and coherently
- record and store data in compliance with relevant legislations and guidelines:
 - include the appropriate level of detail to meet requirements

(GEC1, GEC3, GMC5, GMC10, GDC1, GDC4)

CS4. Ensure that actions identify and mitigate risk to security

Route core underpinning knowledge:

- Route element 1 - Business context
- Route element 8 - Legislation
- Route element 9 - Planning
- Route element 10 - Security

The student must be able to:

- identify and record potential risks:
 - threats
 - vulnerabilities
- assess probability and impact of risk
- calculate the severity and interpret the priority of risk based on the probability and impact
- identify and apply appropriate risk mitigation controls and components
- record outcomes:
 - include the appropriate level of detail to meet requirements
- comply with relevant legislation and guidelines

(GEC3, GEC4, GEC5, GMC6, GMC10, GDC1, GDC4, GDC5)

CS5. Communicate information clearly to technical and non-technical stakeholders

Route core underpinning knowledge:

- Route element 1 - Business context
- Route element 3 - Data
- Route element 6 - Diversity and inclusion
- Route element 9 - Planning
- Route element 12 - Tools

The student must be able to:

- identify stakeholder requirements:
 - technical or non-technical terminology
 - formal or informal
 - digital level of knowledge
 - identify scope of communication to meet stakeholder requirements:
 - required format
 - compliance with guidelines
 - frequency of communications
 - content and context:
 - design and layout
 - level of detail
 - digital inclusion
 - apply the identified requirements for the communications
 - select and apply appropriate tools to communicate with stakeholders:
 - presentation tools
 - project management tools
 - collaborative communication tools
 - record and document appropriate communications information:
 - summarise key points of communication
 - process and store data in compliance with relevant legislation and guidelines
- (GEC1, GEC2, GEC3, GEC4, GEC6, GMC10, GDC1, GDC2, GDC3, GDC4, GDC5)

CS6. Reflect and evaluate their own performance and understand the need for continuous learning and development

Route core underpinning knowledge:

- Route element 2 - Culture
- Route element 7 - Learning
- Route element 12 - Tools

The student must be able to:

- identify parameters of reflective evaluation:
 - frequency of evaluation
 - purpose of evaluation
 - required data to support evaluation
- apply reflective evaluation techniques based on a review of key factors and data:
 - own performance
 - processes undertaken
 - expected outcomes versus actual outcomes
- draw and summarise conclusions clearly and concisely, to support further analysis
- analyse conclusions to identify areas for continuous learning and improvement:
 - learn from experience (LFE)
- record and document appropriate continuous learning and improvement information

(GEC3, GEC4, GMC10, GDC4)

Occupational specialism: Data Technician

The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

Mandatory content:

- Performance outcome 1: Source, organise and format data securely in a relevant way for analysis
- Performance outcome 2: Blend data from multiple sources
- Performance outcome 3: Analyse structured and unstructured data to support business outcomes
- Performance outcome 4: Interpret data and communicate a result appropriate to the audience
- Performance outcome 5: Can apply legal, ethical and professional principles when manipulating data
- Performance outcome 6: Discover, evaluate and apply reliable sources of knowledge

Performance outcome 1: Source, organise and format data securely in a relevant way for analysis

Knowledge - What you need to teach

The student must understand:

K1.1 Sources of data and how to access and process the appropriate sources for the relevant task.

Sources of data:

- internal:
 - organisational data
 - departmental data
- external - held by external organisations:
 - public
 - private
 - voluntary/charity:
 - not for profit
 - non-governmental organisations (NGOs)

Data within internal and external sources:

- open - free to access, available to anyone to re-use and redistribute:
 - published by independent organisations
 - published as a government requirement
- private:

Knowledge - What you need to teach

- person identifiable
- commercially sensitive data
- licensed data:
 - ordnance survey and mapping
 - address data

Accessing and processing data:

- compliance - with security standards and legislation (for example, UK GDPR/DPA 2018)
- select - identify data
- prepare - checking data quality
- extract - process of retrieving data
- transform - performing an operation or calculation

K1.2 Types, features and functions of information systems and their application.

Features and functions of information systems:

- storage
- manipulation
- retrieval methods to access and export

Type of information system	Applied features	Applied functions
Online purchasing	Public facing, presentation of product and prices	Recording transactions (for example, shopping basket, calculating pricing, recommended purchases)
Booking/scheduling	Allocated time/date slots, management of availability	Managing resources and availability (for example, payment systems, online calendars, email confirmation)
Inventory management	Log and order of commodity levels, option to automate ordering	Stock management (for example, current stock levels, email notifications)

Knowledge - What you need to teach

customer relationship management (CRM) system	Lead/customer and sales management	Managing customer/client lists and interactions
Social media	Public facing, used in a wide variety of organisations	Managing user-generated content

K1.3 How different types of organisations within sectors work with information systems and data.

Sectors	Types of application within organisations
Education: <ul style="list-style-type: none"> • school • college • university 	<ul style="list-style-type: none"> • booking/scheduling - courses, student and staff timetable, resources • inventory - product replenishment • reporting - academic and demographic information
Health: <ul style="list-style-type: none"> • GP surgery • hospital • dentist 	<ul style="list-style-type: none"> • booking/scheduling - appointments, patients, resources • inventory - medical consumables • electronic health record (EHR) and associated standards
Hospitality: <ul style="list-style-type: none"> • hotel • restaurant • theatre 	<ul style="list-style-type: none"> • booking/scheduling - reservations • CRM system - marketing, loyalty/rewards • social media - promotion, feedback
Retail: <ul style="list-style-type: none"> • high street • online 	<ul style="list-style-type: none"> • online retail - purchasing, predicted recommendations • inventory - product replenishment • CRM - marketing, loyalty/rewards • social media - promotion, feedback

Knowledge - What you need to teach**Technological:**

- | | |
|---|---|
| <ul style="list-style-type: none"> • software • infrastructure • digital support • cyber security | <ul style="list-style-type: none"> • SaaS • user experience/interface (UX/UI) • digital transformation |
|---|---|

K1.4 Types of data structures, their characteristics and applications.**Types:**

- structured:
 - characteristics:
 - organised
 - consistent
 - fixed data field names
 - fixed data type and/or length
 - applications:
 - spreadsheets
 - databases (for example, relational database, data warehouses)
- unstructured:
 - characteristics:
 - no predefined data model
 - not organised in a predefined manner
 - applications:
 - databases (for example, NoSQL database)
 - social media content
 - web pages/sites
 - documents
 - audio/visual
- semi-structured:
 - characteristic:
 - flexible data model

Knowledge - What you need to teach

- applications:
 - spreadsheets
 - datalog file

K1.5 Data types and the importance for calculations and blending of data.

Data types:

- numeric:
 - integer - whole number
 - decimal:
 - float
 - double
 - financial:
 - currency
- temporal:
 - date
 - time
 - duration
- text:
 - single and multiple characters
 - words
 - paragraphs
- geospatial:
 - location
- media:
 - image
 - audio
 - video
- logical:
 - Boolean
- references:
 - pointer to another data location

Knowledge - What you need to teach

Size of the dataset (for example, big data):

- volume
- veracity
- velocity
- value
- variety

Importance and requirements of data types for calculations and blending of data:

- standardised data:
 - consistent data types
- appropriate data:
 - correct data type for required data
- compatible with each other to allow effective calculations and blending

K1.6 Methods of transferring data from one computer storage system to another:

- export/import (for example, comma-separated values (CSV), JavaScript Object Notation (JSON), spreadsheet file, text file)
- API:
 - representational state transfer (REST) - RESTful and RESTless
 - open data protocol (OData)

K1.7 The differences between primary and secondary data usage and usage by organisations and individuals.

Differences	Primary	Secondary
Purpose	Used for its original purpose	Used for a further purpose
Data	Current data	Past data
Sources	Surveys, observations, questionnaires, interviews	Forums, government publications, internal records
Relevance	Specific for requirements	Useful but not created for this purpose/requirement

Knowledge - What you need to teach

Legitimacy	Obtain permission to use, informed consent of intended use	Permissions may be required depending on use
Availability	Design collection needed - time consuming, labour intensive	Readily available, accessible

Organisational data usage:

- customer centricity (for example, customer service and satisfaction, promoting customer-centred approach)
- business intelligence and forecasting (for example, prediction of future risks and opportunities, informed business decision making)
- product design (for example, research and development processes, new/updated/terminated product lines)
- financial (for example, cashflow, funding, department contribution)
- staff management and development (for example, KPIs, staff profiles, skill gaps)
- sector specific classification:
 - healthcare (for example, inventory, birth and death rates)
 - education (for example, retention, achievement, attendance)
 - government (for example, tax, employment rate, census)

Individual data usage:

- financial (for example, banking, tax, income, budgeting)
- consumer behaviour (for example, frequent purchasing, loyalty schemes)
- health and fitness (for example, weight, calories, heart rate)
- entertainment (for example, suggested viewing/listening)

K1.8 The stages of data lifecycle management and their use of data:

- preparation:
 - design - selection of appropriate dataset type and data model based on requirements
 - migration - reliable transfer of data from one database or source to another
 - creation/acquisition of data (for example, created or supplied by third-party):
 - consent for usage
- operations:
 - application and governance of:

Knowledge - What you need to teach

- access control - granting or removing access to data where appropriate
- security/privacy - ensuring data is safe and secure
- version control - maintaining and recording version of dataset
- retention policy - maintaining compliance with legal and business guidelines
- storage
- usage/exploitation
- maintenance
- share
- back-up
- restoration
- post operations:
 - retention - archiving of dataset for future use
 - destruction/disposal - secure and appropriate destruction of data and data storage

K1.9 Types of data quality issues, the importance of addressing data quality issues and the process of cleansing:

- data quality issues:
 - missing:
 - missing completely at random (MCAR)
 - missing at random (MAR)
 - missing not at random (MNAR)
 - systematic
 - outliers (for example, abnormal value)
 - abnormal trends and patterns
 - duplications
 - different formats
 - inconsistency
 - mismatched types
 - structural (for example, file types, file conversion)
 - unstandardised (for example, yes/no versus Y/N, date formats)
- importance of addressing data quality issues:

Knowledge - What you need to teach

- enables accurate and meaningful results from analysis
 - avoidance of bias within data management
- data confidence through the process of cleansing:
 - remove (for example, duplicates, out-of-date data, outliers)
 - edit errors (for example, typos)
 - parsing - reading text data into a structured format

K1.10 Factors of data quality and confidence, and methods of verifying and validating data.

Data quality and confidence:

- storage
- classification of data:
 - content - classified based on contained information
 - context - metadata and application domain
 - user - classified based on user knowledge and specification
- understanding the link between classification of data and appropriate use and ease of future analysis
- data dictionary
- normalisation where appropriate - relational databases:
 - unnormalised form (UNF)
 - 1st normal form (1NF)
 - 2nd normal form (2NF)
 - 3rd normal form (3NF)

Auditing data - to confirm the data is clean, correct and useful:

- verification methods:
 - cross checking
 - review external systems for consistency against original data
 - quality assurance
 - spell check
- validation types:
 - check digit
 - format check
 - length check

Knowledge - What you need to teach

- lookup table
- presence check
- range check

K1.11 Selection criteria and types of tools and techniques for identifying data trends and patterns:

- selection criteria for the appropriate tools and techniques:
 - purpose for identifying trends and patterns
 - expected and relevant outcomes:
 - gains
 - trends
 - regressions
 - derived data
 - availability of resources
- tools for identifying trends and patterns:
 - programming languages (for example, Python, R, Scala)
 - dashboards (for example, KPIs, financial)
 - query tool (for example, SQL)
 - scatter graphs/trends
 - histograms and box plots
- techniques for identifying trends and patterns:
 - exploratory data analysis
 - time series forecasting
 - hypothesis testing
 - data mining

K1.12 Purpose, principles and functions of data architecture.

Purpose:

- a framework guiding the development and operation of information systems and data storage
- a set of rules and policies that are able to define and explain the type of data

Principles:

- access - data available for user functions
- definition - data is valued as an asset

Knowledge - What you need to teach

- managed - data is in a form which facilitates maintenance and understanding of the data pipeline process
- secured - data has the appropriate security controls applied and is only accessed by appropriate users
- shared - data can be extracted and shared between communities, without compromising safety or exporting sensitive information

Functions:

- organise data - grouped by selected criteria:
 - data types
 - formats (for example, database, spreadsheets, CSV file)
- data storage - specifying the different types of data storage and its location:
 - on premises
 - cloud
 - third-party
 - hybrid
- permissions and access across different systems (for example, file server):
 - levels of permissions
 - levels of access
 - multi-factor authentication

Skills - What you need to teach

The student must be able to:

S1.1 Identify a variety of different sources of data to support analysis to meet a specific business requirement:

- assess the parameters of the analysis requirements
- select the appropriate sources of data from:
 - internal sources
 - external sources
- identify the appropriate data types required for analysis (for example, numeric, text, media, temporal)

(GMC10)

Skills - What you need to teach

S1.2 Access, process and transfer data from one computer storage system to another:

- select appropriate sources of data
- extract relevant data
- standardise and prepare data (for example, quality, format, remove redundant data)
- ensure storage systems have appropriate proportion of storage space
- export data effectively from initial computer storage system
- transform data to meet importing requirements
- import data effectively into alternate computer storage system
- comply with all appropriate security standards and legislation

(GMC2, GMC3, GMC5, GMC6, GDC1, GDC6)

S1.3 Collect data from different internal and external sources:

- gather appropriate information from internal and external sources
- identify and select appropriate data structures within sources to meet requirements:
 - structured (for example, spreadsheets, database)
 - unstructured (for example, social media, web)
 - semi-structured (for example, datalog file)
- collect and process data in compliance with appropriate legislation

S1.4 Classify data for sector specific applications:

- identify and interpret data to support the classification process
- classify data based on required criteria:
 - content
 - context
 - user
- organise and group datasets logically and coherently into relevant sectors based on criteria:
 - health
 - retail
 - hospitality
 - technological
 - education

(GMC5, GMC6, GMC10)

Skills - What you need to teach

S1.5 Apply appropriate tools and techniques to identify trends and patterns in data:

- identify and analyse the parameters of the task:
 - specific trends and patterns required
- select appropriate techniques and tools to identify the trends and patterns
- apply the techniques and tools appropriately to support analysis:
 - apply the most appropriate representation of the information (for example, dashboard, graph)
 - appropriate level of detail and accuracy
- review and critically interpret findings of trends and patterns to meet task

(GMC2, GMC6, GMC7, GMC8, GMC10)

S1.6 Organise and store sourced data securely for a specific business requirement:

- select appropriate types of data storage and location (for example, on premises, cloud, third-party)
- select appropriate data storage format (for example, database)
- organise sourced data based on selected criteria
- store sourced data securely complying with all appropriate security standards and legislation:
 - apply appropriate levels of permissions and access
- review operations to make sure requirements have been met

(GMC2, GDC6)

S1.7 Blend data from different sources into a single unified structure for a specific business requirement:

- identify and analyse each source in preparation for blending
- prepare and refine each source for effective blending:
 - check consistency of data types
 - check compatibility of data formats
- review and standardise data
- blend sources to create a single unified structure
- test outcome meets requirements

(GMC3, GMC4, GMC10, GDC2)

S1.8 Change and format different data types to support efficient analysis for a specific business requirement:

- identify requirements of analysis
- identify data types (for example, numeric, financial, temporal, text)

Skills - What you need to teach

- change data type to be consistent to support the analysis
- format and manipulate data types to support efficient analysis
- perform the analysis to meet identified requirements
- review output meets requirements

(GMC4, GMC5, GMC10, GDC6)

S1.9 Analyse and identify data quality issues:

- analyse data for possible issues
- identify quality issues (for example, missing data, inaccurate data)
- record the location and type of quality issues within the data

(GMC2)

S1.10 Perform data cleansing to meet a specific business requirement:

- identify the parameters of the cleansing task
- assess data to be cleansed
- apply the process of data cleansing to meet the business requirement:
 - remove (for example, duplicates)
 - edit (for example, out-of-date data)
 - parse (for example, making data easier to read)
- review the output of the cleansing process against the business requirement

(GMC2, GMC4, GMC5, GMC10)

S1.11 Apply verification methods to validate data and save resultant dataset:

- identify appropriate methods to validate (for example, format check)
- apply the verification method to data
- assess reliability and validity of sources based on verification (for example, citing trusted sources)
- save resultant dataset securely

S1.12 Rationalise the appropriateness of the resultant dataset for a specified analysis:

- identify the requirements of the specified analysis
- compare analysis requirements with dataset
- rationalise how the dataset is appropriate for the analysis
- present and organise information logically and coherently to allow for future analysis and conclusions:
 - include appropriate level of detail to reflect audience and purpose

Skills - What you need to teach

- express ideas clearly and concisely

(GEC1, GEC3, GMC8, GMC10)

S1.13 Provide a statistical summary of analysis:

- identify the requirements of the summary
- apply relevant tools and techniques to identify trends and patterns
- identify relevant outcomes and results:
 - regressions
 - trends
 - gains
 - derived data
- analyse and interpret outcomes in statistical summary
- present and communicate summary that meets intended purpose and audience:
 - use technical language correctly to support understanding of summary
 - include appropriate level of detail to reflect audience and purpose

(GEC1, GEC3, GMC3, GMC4, GMC7, GMC8, GMC10, GDC3, GDC4, GDC5)

S1.14 Summarise and explain how data security standards and legislation have been followed in handling data (for example, UK GDPR/DPA 2018):

- summarise the key points of handling data and its compliance with relevant standards and legislation
- explain responsible and safe usage of data online and offline following standards and legislation
- use appropriate technical terms (for example, information from the DPA 2018)

Performance outcome 2: Blend data from multiple sources**Knowledge - What you need to teach**

The student must understand:

K2.1 Types of data technologies and systems that support data operations:

- database:
 - relational - stores and provides access to data points that are related to one another
 - non-relational - model and structure optimised specifically for the type of data being stored

Knowledge - What you need to teach

- data warehousing - centralises and consolidates large amounts of data to support business intelligence:
 - data marts - a simple data warehouse focussed on a single functional area
- spreadsheets - storage of data in rows and columns usually utilising application software

K2.2 The fundamentals of data operations:

- database operations:
 - joining tables
 - primary keys
 - foreign keys
 - import and export
 - indexing and partitioning
- spreadsheet operations:
 - linking of data across worksheets
 - importing and exporting data
 - pivot table functionality
- auditing:
 - result validation and verification:
 - standardisation of format
 - cross checking

K2.3 The purpose of logical queries and types of data query-based tools for blending data:

- purpose of logical queries:
 - to accurately search for required data
- types of data query-based tools:
 - macros - to automate operations within a spreadsheet/system
 - SQL - facilitates searches within a relational database
 - NoSQL - facilitates searches within a non-relational database

K2.4 The techniques of joining and blending data:

- data joining:
 - inner join
 - full join

Knowledge - What you need to teach

- left/right join
- union join
- fuzzy matching - matching search terms that are inexact (for example, search engine queries)
- spatial matching - matching based on their spatial location (for example, emergency services allocation)
- consolidation - combining separate worksheets into one worksheet
- merging data - combining multiple datasets together in a single dataset
- linking data - reference to external/discrete data sources

K2.5 The process of designing analytical workflows:

- data gathering to support the design:
 - hard data or soft data
 - on premises/propriety
 - SaaS and analytical services
- selection of workflow components:
 - input
 - transformation
 - output
- workflow analysis of current processes
- drawing conclusions from the outcome of the analysis
- visualisation of workflow

Skills - What you need to teach

The student must be able to:

S2.1 Blend datasets from different formats (for example, spreadsheets, tables, databases):

- identify and analyse datasets and their formats in preparation for blending
- prepare and standardise each dataset for effective blending:
 - check consistency of data types
 - check compatibility of data formats
- blend datasets into final format

Skills - What you need to teach

- review quality of outcome

(GEC5, GMC2, GMC4, GMC5, GMC10, GDC1, GDC4)

S2.2 Apply techniques of joining data to create a combined dataset from a single source for a specific business requirement:

- assess the specific requirements
- select and apply appropriate joining techniques:
 - full join, inner join, left/right join
 - union join
- review outcome meets requirements

(GMC4, GMC5, GMC10, GDC1, GDC4)

S2.3 Apply techniques of blending data to create a combined dataset from a single source for a specific business requirement:

- assess the specific requirements
- select and apply appropriate blending technique:
 - fuzzy matching
 - spatial matching
- review outcome meets requirements

(GEC5, GMC4, GMC5, GMC10, GDC1, GDC4)

S2.4 Design analytical workflows:

- gather relevant data to support the analysis from:
 - proprietary/on premises
 - SaaS or analytical services
- analyse gathered data
- design workflow based on the outcome of the analysis
- create visualisation of the workflow

(GMC4, GMC5, GDC1, GDC2, GDC4)

S2.5 Manipulate and link different datasets:

- identify and review the different datasets in preparation for linking
- manipulate datasets based on required data (for example, related database tables)
- establish a link to the repository
- test datasets are linked

Skills - What you need to teach

(GMC4, GMC5, GMC10, GDC1, GDC4)

S2.6 Apply data blending and joining to datasets from multiple sources and present in a specific format to meet requirements:

- review datasets in preparation for blending
- select and apply appropriate blending and joining techniques:
 - data joining
 - fuzzy matching
 - spatial matching
 - consolidation
- present datasets in appropriate format based on requirements and outcomes
- assess blending and joining outcomes

(GEC5, GMC4, GMC5, GMC10, GDC1, GDC4)

S2.7 Design and set up a dataset:

- review intended purpose of dataset
- gather relevant data
- identify appropriate design requirements:
 - data type (for example, numeric, temporal)
 - size of data (for example, volume, value, variety)
 - format of data file (for example, spreadsheet)
- set up a dataset based on identified design requirements

(GMC5, GDC1, GDC2, GDC4)

S2.8 Import and export data from a dataset:

- review the dataset
- standardise data to support import and export process (for example, quality, format, remove redundant data)
- import/export data from datasets to meet requirements
- review the import/export process to confirm completion
- comply with all appropriate security standards and legislation

(GMC2, GDC1, GDC4)

S2.9 Design and execute logical queries:

- identify and assess the purpose and parameters of the query

Skills - What you need to teach

- design query based on identified purpose and parameters
- execute using appropriate query tool (for example, SQL, NoSQL, spreadsheets)

(GEC4, GDC1, GDC2, GDC4, GDC6)

S2.10 Create spreadsheets with pivot tables:

- identify and organise spreadsheet layout
- input data into spreadsheet
- design pivot table based on required information:
 - select relevant data cells
 - select data to be analysed
 - select cell range
- create pivot table from design
- test the functionality of the pivot table

(GMC4, GMC10, GDC1, GDC2, GDC4, GDC6)

S2.11 Analyse datasets and identify data to be blended:

- assess compatibility of datasets including spreadsheets in preparation for blending
- assess data for blending:
 - quality of data (for example, data validation)
 - standardise data (for example, format)
- identify the data to be blended based on the outcome of analysis

(GMC10, GDC1, GDC4)

S2.12 Automate spreadsheet operations to meet a requirement:

- identify the requirements of the automation
- assess standardisation of data within the spreadsheet
- apply appropriate macros to complete automation
- test the automation outcome

(GDC1, GDC2, GDC4, GDC6, GEC5)

S2.13 Audit data results from outcomes:

- identify requirements of the audit
- validate data results:
 - check format is appropriate for requirements

Skills - What you need to teach

- verify data results:
 - apply cross checking against requirements
- record outcomes of audit logically and coherently to advise future actions

(GDC1, GDC4)

Performance outcome 3: Analyse structured and unstructured data to support business outcomes

Knowledge - What you need to teach

The student must understand:

K3.1 A range of tools and techniques for data analysis and their application in solving business problems.

Tools and techniques for data analysis:

- online analytical processing (OLAP):
 - discovering data from different sources
 - limitless report viewing
 - complex analytical calculations
 - predictive scenario planning
- spreadsheets and dashboards:
 - identifying trends and patterns
 - monitoring of KPIs
- time series analysis (for example, stationarity and seasonality)
- geospatial - enriching an existing dataset with geographical variables:
 - geographic clustering
- descriptive and diagnostic analytics:
 - programmatic data analysis - analysing data using a programming language (for example, Python using Jupyter Notebook or Google Colab Notebook for structuring and presenting analysis)
 - data visualisation
 - exploratory data analysis (EDA):
 - univariate and multivariate analysis

Knowledge - What you need to teach

- feature engineering and feature selection
- statistical analysis
- predictive analytics:
 - supervised machine learning
 - artificial intelligence
 - forecasting
 - simulations
 - data mining (for example, market basket analysis):
 - unsupervised machine learning (for example, clustering)

K3.2 The value of data in a business/organisation and how data analytics can be applied to improve performance and outcomes.

Value of data for business improvement	Role and application of data analytics	Success criteria to measure value
Business intelligence and insight	Research market leaders and potential customers	New products/services with unique selling points
Competitive advantage/sales and marketing	Customer insight, market analysis, targeted sales	Income, customer reach, customer satisfaction
Process improvement	Provide actionable cause and effect analysis	Waste reduction, cost, quality, lower carbon footprint
Maintenance planning	Forecasting tool performance/failure	Less downtime, cost, plan downtime

K3.3 The process for using data to solve a business problem:

- understanding:
 - discover - identify and understand the business problem (for example, new system being implemented)
 - investigate:
 - data relevance

Knowledge - What you need to teach

- data characteristics
- type
- size:
 - data availability
- preparation:
 - plan and prioritise - define an approach, select relevant data tools and data preparation (for example, finding best piece of software, planning project, working with stakeholders/users)
 - build - creation, data and blending operations (for example, build and develop systems)
- analysis:
 - perform data analysis tasks (for example, use data analysis to develop system)
- validation:
 - plan tests (for example, use testing plans to complete tests, user testing)
 - validate and audit outcomes and improvements
 - reiterate steps and perform additional analysis if desired outcome not achieved
- presentation:
 - report outcome - present and communicate results
- review:
 - gather and review feedback from presentation

K3.4 The importance and process of data preparation, modelling and testing:

- data preparation - to ensure effective use and analysis of data:
 - sourcing/identifying
 - collecting
 - cleansing
 - blending:
 - consolidating
- data modelling - provides a framework to develop understanding of future data systems:
 - conceptual data models - establishes business components, their attributes and their relationships
 - logical data models - structure of data elements and their relationships
 - physical data models - implementation of data model based on data persistence technology
- testing outcomes - to ensure the business problem is solved:

Knowledge - What you need to teach

- plan the testing approach
- appropriateness of datasets to support problem resolution
- analysis of datasets to draw conclusions and solutions:
 - use of statistical methods to identify trends and patterns
- test outcomes meet business requirements

K3.5 Types of statistical methods and their application to identify trends and patterns in data:

- clustering - used to group related data points within a dataset
- time series modelling - identifies patterns over time (for example, daily or weekly trends)
- standard deviation - variance from the mean
- regression - identifies relationship between data variables
- correlation - identifies a relationship between datasets
- chi-square test - identifies whether there is an association between categorical variables

K3.6 The application of algorithms to identify trends and patterns in data:

- summarises trends and patterns in numerical and graphical data
- identifies what methods are suitable for different applications
- forecasts based on historical trends and patterns
- supports assumptions and implications behind forecasting methods

Skills - What you need to teach

The student must be able to:

S3.1 Apply statistical methods and algorithms to identify trends and patterns in data:

- clarify requirements:
 - trends and patterns to be identified
- select appropriate statistical methods to meet requirements:
 - clustering
 - time series modelling
 - standard deviation
 - regression

- correlation
- apply algorithms efficiently to meet requirements
- apply appropriate representation of the information to support the identification of trends and patterns:
 - level of detail and accuracy required
- review outcomes against requirements

(GEC1, GMC2, GMC4, GMC5, GMC7, GMC10, GDC2, GDC4, GDC5, GDC6)

S3.2 Apply the steps in data processing for a specific business requirement:

- assess the requirements
- apply the steps of data processing:
 - understanding
 - preparation
 - validation
 - analysis
 - presentation
- review the outcomes of the data processing

(GEC5, GMC2, GMC4, GMC5, GMC10, GDC3, GDC4)

S3.3 Identify relevant data for a specified business problem:

- assess the business problem to understand all components
- discover the available data sources
- assess relevant data from available sources
- investigate and review the appropriateness of the data characteristics (for example, type, size) to support the business problem
- identify and present the relevant data for the business problem

(GEC5, GMC2, GDC4)

S3.4 Build a dataset for a specific business requirement:

- identify the relevant sources of data for requirements
- gather the relevant data from identified sources
- cleanse and standardise data for blending (for example, remove, edit, parse)
- blend data using appropriate techniques
- build dataset from gathered and blended data

(GMC2, GMC5, GMC10, GDC1, GDC2, GDC4, GDC6)

S3.5 Test a dataset to meet a business requirement:

- plan the approach to testing the dataset
- test the dataset against business requirements
- analyse the test results against requirements
- review the outcomes

(GMC2, GMC5, GMC10, GDC1, GDC2, GDC4)

Performance outcome 4: Interpret data and communicate a result appropriate to the audience

Knowledge - What you need to teach

The student must understand:

K4.1 Factors and requirements of communicating data within a business:

- requirements of audience (for example, technical or non-technical, job role, level of authority):
 - specified timeframes of communication
 - prioritisation of communication
 - method of communication (for example, a presentation)
 - accessibility of communication
- purpose of the data communication (for example, telling the story of data):
 - communication's intended use
 - expected outcomes (for example, linking data back to objectives)
- content:
 - size (for example, limited word count)
 - complexity (for example, use of technical terms, levels of understanding)
 - data type (for example, text, numeric)
- review:
 - validation of communication outcome
 - meets the brief of business and audience requirements
 - utilisation of analytic services to analyse communication outcomes (for example, response rate, open rate)

K4.2 Types of visualisation techniques and their application in the presentation of data to meet a specific requirement.

Type of visualisation techniques and how to create:

Knowledge - What you need to teach

- charts/graphs:
 - bar chart
 - pie chart
 - scatter graph
 - line graph
- heat maps
- flowcharts
- tables
- images/infographics
- XR
- 3D models/printing

Selection criteria for appropriate application of technique:

- considerations to meet requirements:
 - brief
 - audience
 - level of technical knowledge and skills (for example, use of technical terminology)
- role specific

K4.3 The application of digital marketing metrics to inform business decision making:

- website metrics (for example, average session, bounce rate, targeted purchases, clicks)
- email metrics (for example, open rates, location, clicks)
- social media metrics (for example, engagement, followers, likes, post views)

K4.4 Methods, techniques and formats of communicating data and results:

- data communication:
 - methods:
 - written (for example, business case)
 - verbal (for example, public speaking)
 - non-verbal (for example, visualisation techniques)
 - communication techniques:
 - technical/non-technical (for example, complexity levels of language)
 - active listening

Knowledge - What you need to teach

- tailoring to audience
- use of open questioning
- reflection and review
- storyboarding
- framework for conversation
- formats:
 - presentation
 - reports
 - dashboard
 - infographics
 - video

Skills - What you need to teach

The student must be able to:

S4.1 Collaboratively review to validate results for a business problem:

- identify, clarify and analyse parameters for the review:
 - levels of technical information needed for different audiences
 - desired outcome
 - business problem
- collaboratively review and apply validation techniques to results:
 - use technical language correctly and relevant techniques to aid understanding
 - actively listen and contribute to discussions
 - summarise key points of discussions for collaboration
- analyse outcomes of review

(GEC1, GEC6, GMC10, GDC3, GDC5)

S4.2 Demonstrate the ability to use a range of communication techniques:

- select appropriate communication techniques:
 - technical/non-technical

Skills - What you need to teach

- active listening
- tailoring to audience
- use of open questioning
- reflection and review
- storyboarding
- framework for conversation
- apply communication techniques to demonstrate:
 - listening
 - reflection
 - use a framework for conversation
 - coherently ask and answer questions
 - develop a narrative
 - convey technical documentation
 - review

(GEC1, GEC2)

S4.3 Review the effectiveness of digital marketing through use of data analytics services and communicate results:

- identify the parameters of the review
- process and analyse results of digital marketing metrics for:
 - websites
 - email
 - social media
- draw conclusions from results of marketing metrics data:
 - predictions versus actual results
- apply appropriate visualisation techniques to communicate results (for example, graphs, heat maps, flowcharts):
 - use technical language correctly and techniques to aid understanding
 - organise results logically and coherently

(GEC1, GMC2, GMC4, GMC5, GMC8, GMC10, GDC1, GDC2, GDC3, GDC4, GDC5, GDC6)

S4.4 Prepare raw data and present in a visual format for a specific business requirement:

- identify raw data to meet the requirements

Skills - What you need to teach

- prepare and standardise the raw data (for example, cleanse, format)
- assess communication requirements:
 - audience (for example, levels of knowledge)
 - content and context
- apply appropriate visualisation techniques (for example, graphs, heat maps, flowcharts)
- present data visually to meet requirements

(GEC1, GMC4, GMC5, GMC10, GDC1, GDC2, GDC4)

S4.5 Develop a specification to meet audience requirements:

- identify the requirements of the specification
- analyse and apply the factors and requirements of communicating data:
 - audience
 - purpose
 - content
 - data type
 - context
 - review
- select and apply data communication formats (for example, reports, dashboards)
- present specification and its benefits clearly

(GEC3, GMC8, GMC10, GDC1, GDC2, GDC3)

S4.6 Create materials using data points to tell a story:

- identify the requirements of the materials
- analyse and identify appropriate data points from datasets
- apply the factors and requirements of communicating data:
 - audience
 - purpose
 - content
 - data type
 - context
 - review
- apply appropriate format (for example, presentation, report)

Skills - What you need to teach

- communicate data story clearly and effectively

(GEC3, GMC8, GMC10, GDC2, GDC3, GDC6)

S4.7 Demonstrate the ability to link data back to objectives and decision making within a business scenario:

- identify and assess the business scenario
- select and link data points to support objectives and decision making
- justify the value of selected data points
- apply appropriate data communication methods and techniques to present outcome

(GMC8, GMC10, GDC3)

Performance outcome 5: Can apply legal, ethical and professional principles when manipulating data**Knowledge - What you need to teach**

The student must understand:

K5.1 The legal and regulatory requirements that apply to data analysis.

Requirements:

- data protection and data security:
 - UK GDPR/DPA 2018:
 - 7 principles of data protection
 - data processing agreement - the agreement between a controller and processor
- intellectual property rights (IPR):
 - copyright
 - licensing
 - ownership

K5.2 The data sharing code of practice and its applications.

Data sharing code of practice - practical guide for organisations defining how to share personal data in compliance with data sharing legislation:

- follow good practice recommendations
- communicate to data owners (for example, understanding of their rights)

Knowledge - What you need to teach

- undertake data sharing impact assessment
- create a data sharing agreement
- data processing agreements
- sharing of personal data between organisations that are controllers
- when you can give access to data to a third party
- how data sharing can take place (for example routine, scheduled or one off)
- sharing data in an emergency situation

K5.3 Where to locate the legal requirements and codes of practice, and their application in different business sectors.

Location of legal requirements and codes of practice:

- Information Commissioner's Office (ICO)
- government websites
- industry regulatory bodies
- organisational policies and procedures

Business sectors:

- education (for example, compliance with copyright)
- health (for example, sharing of medical records)
- retail (for example, storing of bank details)
- hospitality (for example, retention of personal information)

K5.4 The principles of risk management applied by a business when handling data.

Risk assessment:

- identification - identify risks that might occur when handling data within the business
- probability - likelihood of occurrence
- impact - on quality, cost and time (for example, impact to data subject)
- prioritisation - rank risks based on the quantification of probability and impact

Risk response:

- accept - the impact of the risk is deemed acceptable
- transfer - contractually outsource the risk to another party
- avoid - change scope to avoid identified risk
- mitigate - reduce the impact or probability of the identified risk

Knowledge - What you need to teach

Risk monitoring:

- periodic risk review of probability and impact
- recording (for example, risk register, lessons learned and action plans)
- ownership of risks - people responsible for the day-to-day management of a risk
- escalation - highlighting risk to appropriate authority within an organisation

Risk communication:

- communication of relevant information to relevant stakeholders
- safe handling of sensitive data
- documentation of communication

K5.5 The ethical considerations and implications when implementing and analysing data:

- consent - informed consent must be gained for use and re-use
- permissions and access - only appropriate people should have access to data
- storage and archiving - data should only be stored when needed
- re-use - clearly defined purpose of re-use of data in line with consent
- avoiding bias - when using automation or machine learning
- privacy - protecting the data subject at individual and organisation level
- impact - effect on individual or organisation
- ownership - who owns the data in the analysis
- third-party - sharing data with external organisations

K5.6 The ethical and moral issues of enhancing technology and reliance on data:

- autonomous operation:
 - reduced skill level of manual workforce
 - dehumanisation of decision making (for example, algorithms, profiling)
 - reduced employment (for example, shift in skills towards higher digital requirements)
- changing behaviours:
 - isolation due to availability of data (for example, online banking/retail, education)
 - reduction in physical social skills (for example, body language awareness)
- accessibility:
 - increased/constant access
 - risk of addiction (for example, constant access to gaming, gambling, shopping)

Knowledge - What you need to teach

- privacy:
 - unauthorised media (for example, filming without consent)
 - cyberstalking/attacks (for example, identity theft, social engineering)

K5.7 The means of attack posed on a business by different threat actors.

Means of attack:

- physical - damage to digital systems or environment
- social engineering - manipulation of people or situations to gain information
- cyber attack - attempts to damage, disrupt or gain unauthorised access to computer systems, networks or devices

K5.8 The methods, security controls and procedures to reduce the risk and impact of attacks.

Methods:

- business continuity plan (BCP) - planning and managing business continuity during a disruptive event
- disaster recovery plan (DRP) - restoring normal business operations following a disaster (for example, flood)
- acceptable use policies
- staff training (for example, CPD)
- compliance with requirements (for example, the 10 steps to cyber security, ISO 27001)

Security controls and procedures:

- anonymisation/pseudonymisation
- encryption
- segregation
- access control
- change monitoring

K5.9 The potential impacts of cyber attacks on organisations and individuals.

Impacts on organisations:

- financial penalties
- reputation (for example, loss of custom)
- legal consequences (for example, UK GDPR/DPA 2018 penalties)

Impacts on individuals:

- financial (for example, identity theft)
- emotional (for example, blackmail)

Knowledge - What you need to teach

K5.10 Marketing consent within regulations of data protection and Consent Lifecycle Management.

- consent - types of data may require consent for use (for example, personal information)
- principles of marketing consent:
 - consent not assumed
 - freely given
 - specific
 - informed
 - unambiguous
- recording of consent:
 - who has given consent
 - date of consent
 - scope of consent
 - indication signifying agreement
- Consent Lifecycle Management:
 - withdrawal of consent
 - renewal of consent
- relevant regulation:
 - Privacy and Electronic Communications Regulations (PECR)
 - UK GDPR/DPA 2018

K5.11 The term personal identifiable data and the techniques applied to remove personal identification for primary and secondary data usage:

- personal identifiable data - any data that could be used to identify a particular person (for example, name)

Techniques applied to remove personal identification:

- UK GDPR/DPA 2018 definition of personal identifiable information:
 - right to erasure
- privacy impact assessment
- methods of aggregation
- anonymisation of data
- primary and secondary use – understanding when anonymisation and aggregation can and should be used

Knowledge - What you need to teach

K5.12 The standard data protection roles and their responsibilities.

Roles:

- data protection officer:
 - ensures compliance with data protection legislation
 - formal point of contact for regulators
 - identifies the need and quality assures the policies developed for compliance with regulations
 - educates staff in data protection
 - ensures data protection standards are met
- data controller:
 - responsible for management of organisational data
 - defines the purpose or outcome of data
- data processor:
 - performs tasks on the data as instructed by the data controller
 - collects data
 - delivers in line with the agreement with the controller

Skills – What you need to teach

The student must be able to:

S5.1 Source regulatory and legal information relevant to data analysis:

- identify relevant regulatory and legal information required from appropriate sources (for example, IPR)
- locate regulatory and legal information

(GDC6)

S5.2 Locate and apply guidelines and rules in relation to data handling regulations:

- identify relevant business guidelines and rules
- analyse and interpret guidelines and rules in relation to data handling
- apply relevant business guidelines and rules when handling data

(GEC5)

S5.3 Implement data safely and ethically for intended purposes:

Skills – What you need to teach

- identify the intended purpose and implementation of data:
 - investigations
 - processes
 - procedures
- assess ethical implications:
 - check for informed consent
 - appropriate permissions/access
 - store data securely
 - protect data subject
- implement data effectively for identified purpose
- comply with organisational data policies and procedures

(GDC1, GDC4, GDC6)

S5.4 Apply the principles of risk management for a specific purpose:

- apply the risk assessment process to identify and quantify risk:
 - identification
 - probability
 - impact
 - prioritisation
- mitigate risk based on outcome of risk assessment
- monitor and record all risk using a framework (for example, risk register)

(GMC6)

S5.5 Demonstrate an understanding of methods to reduce the risk and impact of attacks:

- identify privacy and security concerns in different contexts
- analyse the risk and impact of attacks
- select and explain the appropriate methods, security controls or procedures (for example, DRP, encryption) to meet the outcome of analysis
- explain how selected response complies with regulations and standards
- record and document responses and outcomes clearly and concisely

(GDC2)

S5.6 Apply and maintain procedures and security controls to maintain confidentiality, integrity and availability of data:

Skills – What you need to teach

- select the appropriate security controls and procedures for the task
- apply appropriate controls and procedures
- maintain and monitor controls and procedures against requirements

S5.7 Comply with relevant regulations when using personal identifiable data:

- analyse and interrogate the personal identifiable data
- identify which legal and regulatory requirements are applicable to the assessed personal data
- identify and apply relevant actions to comply with legal and regulatory requirements when using personal identifiable data

(GMC6, GDC4, GDC5)

Performance outcome 6: Discover, evaluate and apply reliable sources of knowledge**Knowledge – What you need to teach**

The student must understand:

K6.1 The role of data in supporting digital interactions across the digital landscape.

Digital interactions and processes (for example, customer centricity):

- transactional data:
 - purchasing (for example, invoices, statements, credit)
- booking data:
 - reservations (for example, availability, peak and off-peak pricing)
- recording and monitoring of data (for example, digital footprint):
 - online applications (for example, access, targeted marketing across applications)
 - physical world (for example, location, transactions across multiple sites)
 - smart devices (for example, virtual assistant, home management)
 - internet of things (IoT)
 - technologies (for example, building management, transportation, manufacturing)

K6.2 Types of sources of knowledge that can be applied within a digital business context.

Sources of knowledge:

- academic publications (for example, textbooks, research journals and periodicals)

Knowledge – What you need to teach

- search engines (for example, Google, Bing)
- websites (for example, wikis, forums, statistical websites)
- social media (for example, analytics)
- blogs/vlogs (for example, reviews of new technologies, opinions on topical issues in the digital sector)
- professional networks (for example, conferences)
- e-learning (for example, massive open online courses (MOOCs), recognised vendor qualifications)
- peers (for example, colleagues, network contacts, other industry professionals)

K6.3 The factors of reliability, validity and bias that can be applied to legitimise sources of knowledge.

Factors of reliability and validity:

- industry-certified accreditation
- appropriateness of data
- based on fact/evidence:
 - citations
 - filtering out malicious data (for example, fake news)
- relevant context
- credibility of author:
 - affiliated to specific bodies (for example, government, industry regulators)
 - reputation
 - experience (for example, relevant qualification in subject)
- target audience – produced with specific audience requirements taken into consideration (for example, use of technical/non-technical terminology)
- publication:
 - version (for example, use of the current version)
 - date of publication (for example, is the content outdated?)

Factors of bias:

- types of conscious and unconscious bias:
 - author/proprietary bias – unweighted opinions of the author or owner
 - confirmation bias – sources support a predetermined assumption
 - selection bias – selection of sources that meet specific criteria
 - cultural bias – implicit assumptions based on societal norms

Knowledge – What you need to teach

- indicators of bias within sources:
 - partiality
 - prejudice
 - omission
- avoiding bias:
 - based on fact/evidence
 - be inclusive:
 - full representation of demographics
 - be objective

K6.4 The process of critical thinking and the application of evaluation techniques and tools.

The process of critical thinking:

- identification of relevant information and data:
 - different arguments, views and opinions
- analysis of identified information and data:
 - identify types of bias and objectivity
 - understand links between information and data
- selection of relevant evaluation techniques and tools
- evaluation of findings and drawing of conclusions
- recording of conclusions

Evaluation techniques:

- formative evaluation
- summative evaluation
- qualitative (for example, interviews, observations, workshops)
- quantitative (for example, experiments, surveys, statistical analysis)
- benchmarking
- corroboration:
 - cross-referencing
- triangulation

Evaluation tools:

- gap analysis

Knowledge – What you need to teach

- KPI analysis
- score cards
- observation reports
- user stories/diaries
- scenario mapping
- self-assessment frameworks
- maturity assessments

K6.5 The types of data communication methods and their appropriate application within a business:

- visualisation:
 - infographics
 - graphs/charts
- dashboards
- audiovisual
- XR:
 - virtual reality
 - augmented reality
- cross channel engagement:
 - brand consistency
 - integrated platform usage
 - platform parameters (for example, character limit, privacy settings)

Skills – What you need to teach

The student must be able to:

S6.1 Identify sources of knowledge (up to 3) and apply factors that legitimise their use to meet requirements:

- identify and clarify the parameters of the requirements
- identify appropriate sources of knowledge (for example, search engines, blogs)
- apply the factors of reliability and validity to the identified sources (for example, authority, date of publication)

- assess and review potential bias of sources and malicious data
- assess and review the identified sources' appropriateness to meet the requirements

(GEC4, GDC1)

S6.2 Search for information to meet a specific data requirement and corroborate across multiple sources:

- identify and clarify the parameters of the search (for example, explore the future of the digital economy, identify trends in big data)
- identify the sources of data that contain the required information
- safely and securely search the sources for the information required
- corroborate sources by applying cross-referencing across multiple sources
- apply reliability and validity factors
- assess and review potential bias of sources

(GEC4, GDC5)

S6.3 Select and apply techniques and tools to support evaluation for a business requirement:

- identify and clarify the parameters of the evaluation
- select appropriate techniques and tools to support evaluation
- apply the evaluation techniques and tools appropriately
- record the findings of evaluation for the requirement

(GEC4, GDC2)

S6.4 Compare and rationalise the actions taken to ensure the reliability and validity of sources:

- identify and compare possible actions to ensure reliability and validity
- apply the relevant reliability and validity factors to the sources
- compare the outcomes of the validity and reliability actions
- explain and recommend the choice of action to ensure the sources are valid and reliable, using appropriate technical terms

(GEC1, GEC3, GEC5, GDC3)

S6.5 Identify and understand bias when using sources of knowledge and data:

- identify bias where datasets are non-representative
- analyse data to identify indicators of bias
- explain clearly and concisely how bias can be created within a source
- explain clearly and concisely how bias could be avoided within sources

(GEC1, GEC3, GEC5, GDC3)

S6.6 Demonstrate critical thinking when using sources of knowledge:

- apply the process of critical thinking to meet requirements:
 - identify relevant information and data
 - analyse the information and data
 - select and apply appropriate evaluation techniques and tools
 - evaluate findings to draw conclusions and to identify the best use of digital technologies
 - organise and record conclusions logically

(GEC1, GEC3)

Section 5: TQ glossary

TQ specification

Route core

The core knowledge and understanding across the technical qualification route.

Occupational specialism

The requirements for the technical qualification occupational specialism.

Student

The person studying the technical qualification ('The student must...').

Tutor

The individual delivering the technical qualification.

Provider

The centre delivering the technical qualification.

Series

Assessments which must be attempted in the same assessment window, for example paper A and paper B of the core examination.

Assessment mode

The assessment mode is how an assessment is made available and/or administered to students. For example, a written examination can be administered to students via an on-screen platform or via a traditional paper-based document.

Section 6: Additional information

Annual monitoring visits

Our quality assurance team will monitor all approved TQ providers on an ongoing basis. All providers delivering the TQ will be quality assured at least once a year to ensure that they are delivering in line with required standards. Annual monitoring reviews will be carried out either face-to-face or remotely by quality assurers appointed, trained and monitored by us. Providers will be allocated a quality assurer upon approval. Our quality assurers will complete a report following each annual review to record and share their findings.

Guided learning hours (GLH)

Guided learning is the activity of a student being taught or instructed by – or otherwise participating in education or training under the immediate guidance or supervision of – a lecturer, supervisor, tutor or other appropriate provider of education or training.

For these purposes, the activity of 'participating in education or training' shall be treated as including the activity of being assessed, if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training.

Total qualification time (TQT)

Total qualification time is an estimate of the minimum number of hours that an average student would require in order to complete a qualification.

TQT comprises:

- the GLH for the qualification
- an estimate of the number of hours a student will likely spend in preparation, study or any other form of participation in education or training, including assessment, which takes place as directed by - but not under the immediate guidance or supervision of – a lecturer, supervisor, tutor or other appropriate provider of education or training

Essential skills

While completing this qualification, students may develop the knowledge, understanding and essential skills employers look for in employees. These range from familiar 'key skills', such as team working, independent learning and problem solving, to more tricky-to-measure skills, such as:

- appropriate workplace behaviour and dress
- appropriate interpersonal skills
- communicating with professional colleagues/peers and/or hierarchical seniors
- supporting other aspiring employees

- personal manners
- understanding work practices and how different roles and departments function within an organisation

Recognition of prior learning

Recognition of prior learning (RPL) may be applied to the route core content only.

Providers may, at their discretion, recognise prior learning if they are satisfied that the evidence provided meets the qualification's requirements.

For more information, please refer to the recognition of prior learning (RPL) credit accumulation and transfer (CAT) policy on the policies & documents page on the NCFE website.

Qualification dates

We review qualifications regularly, working with sector representatives, vocational experts and stakeholders to make any changes necessary to meet sector needs and to reflect recent developments.

If a decision is made to withdraw a qualification, we will set an operational end date and provide reasonable notice to our providers. We will also take all reasonable steps to protect students' interests.

An operational end date will only show on the regulator's qualification database and on our website if a decision has been made to withdraw a qualification. After this date, we can no longer accept student registrations.

This qualification has external assessments, which can only be taken up to the last assessment date set by us. No external assessments must be permitted after this date, so students must be entered in sufficient time. Please visit the NCFE website for more information.

Staffing requirements

Providers delivering any of our qualifications must:

- have a sufficient number of appropriately qualified/experienced tutors to deliver the TQ to the volume of students they intend to register
- have experience of delivering level 3 qualifications and preparing students for written and project-based assessments
- ensure that all staff involved in delivery are provided with appropriate training and undertake meaningful and relevant continuing professional development
- implement effective processes to ensure all delivery is sufficient and current. This should include standardisation to ensure consistency of delivery
- provide all staff involved in the delivery process with sufficient time and resources to carry out their roles effectively
- ensure staff have an industry focus when delivering content

Core staffing requirements

Staff involved in the delivery of the route core content must be able to demonstrate that they have (or are working towards) the relevant occupational knowledge and/or occupational competence in digital business, at the same

level or higher than the qualification being delivered. This may be gained through experience and/or qualifications. Understanding of the wider digital sector would be beneficial, including:

- relevant legislation
- emerging technologies within the digital sector
- industry standard operating procedures
- cloud technologies
- application of digital approaches and solutions to problem solving
- network principles and architecture
- data analytics and how data driven decisions influence business decision making
- project management (specifically within the digital sector)

Occupational specialism staffing requirements

Staff involved in the delivery of the occupational specialism content must be able to demonstrate that they have (or are working towards) the relevant occupational knowledge and/or occupational competence in the relevant occupational specialism area, at the same level or higher than the qualification being delivered. This may be gained through experience and/or qualifications, including:

- data analytics and how data driven decisions influence business decision making
- data handling and processing
- data quality issues and how to cleanse them
- relevant legislation (for example, UK GDPR)
- spreadsheet operation and manipulation
- structured query languages (for example, MySQL, MS SQL)
- algorithms and automation

Resource requirements

Providers must ensure that the student has access to the necessary materials, resources and workspaces for delivery and assessment of mandatory knowledge and skills. The following lists are not exhaustive. Please refer to the qualification content for a more detailed indication of the required resources.

General:

- computer
- internet access
- audio/visual recording equipment
- software:
 - word processing (for example, MS Word, Google Docs)

- presentation (for example, MS PowerPoint, Google Slides)
- spreadsheet (for example, MS Excel, Google Sheets)
- project management (for example, MS Excel, MS Project)
- basic image editing software (for example, Photoshop, GIMP)
- programming software (for example, TextEdit)
- database software (for example, MS SQL, phpMyAdmin)
- web browsers (for example, Chrome, Firefox, Edge)
- data sources (for example, online, social media, analytical)
- research resources (for example, online, books, journals)
- a web server

Customer support team

Our customer support team will support you with approvals, registrations, moderation, external assessment, results and general queries.

Fees and pricing

Fees will be made available to eligible and approved providers.

Training and support for providers

Our provider development team's primary purpose is to support providers and teaching teams in the delivery of this qualification. There are a number of ways in which we can do this, which include:

- providing bespoke one-to-one support with the delivery staff
- delivering face-to-face events at numerous locations throughout the country
- facilitating delivery and CPD webinars
- signposting you to teaching and learning resources

The variety of support available includes:

- content structure
- teaching strategies
- SEN guidance
- quality assurance
- assessment preparation and blended learning

Should you wish to discuss your teaching and delivery requirements, please email:

provider.development@ncfe.org.uk.

Useful websites and sources of information

ICO: <https://ico.org.uk>

IEEE: www.ieee.org

Telecommunications Industry Association (TIA): tiaonline.org

Scrum: www.scrum.org

Google Quantum AI: quantumai.google

The National Cyber Security Centre: www.ncsc.gov.uk/

Digital, Data and Technology Profession Capability Framework: www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework

Cisco: www.cisco.com/c/en_uk/index.html

DataViz: datavizproject.com

Learning resources

We offer a wide range of bespoke learning resources and materials to support the delivery of this qualification, which include:

- schemes of work
- tutor delivery guides

For more information on the resources being developed for this qualification, please check the qualifications page on the NCFE website.

Equal opportunities

We fully support the principle of equal opportunities and oppose all unlawful or unfair discrimination on the grounds of ability, age, colour, culture, disability, domestic circumstances, employment status, gender, marital status, nationality, political orientation, racial origin, religious beliefs, sexual orientation and social background. We aim to ensure that equality of opportunity is promoted and that unlawful or unfair discrimination, whether direct or indirect, is eliminated both in our employment practices and in access to qualifications. A copy of our diversity and equality policy is available on request.

Diversity, access and inclusion

Our qualifications and associated assessments are designed to be accessible, inclusive and non-discriminatory. We regularly evaluate and monitor the 6 diversity strands (gender, age, race, disability, religion, sexual orientation) throughout the development process as well as throughout the delivery, external quality assurance and external assessment processes of live qualifications. This ensures that positive attitudes and good relations are promoted, discriminatory language is not used and our assessment procedures are fully inclusive.

Reasonable adjustments and special considerations policy

This policy is aimed at anyone who uses our products and services and who submits requests for reasonable adjustments and special considerations. Students who require reasonable adjustments or special considerations should discuss their requirements with their tutor.

The most up-to-date version of the policy can be found on the NCFE website where providers can find details of how to request a reasonable adjustment or special consideration.

Contact us

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Owner: Qualification Development Manager

Change history record

Version	Description of change	Approval	Date of issue
v1.0	Post approval, updated for publication		December 2020
v1.1	Update of section: About this TQ Specification to remove draft information		January 2021
v1.2	Updates to Sections 1 and 4 (Institute reference: ODSR_DBS_001 – ODSR_DBS_005)		March 2021
v1.3	Branding updated Updates to Sections 1, 2 and 4 (Institute reference ODSR_DBS_007- ODSR_DBS_020)		September 2021
v1.4	House style update to section 2 (Institute reference ODSR_DBS_025)	October 2021	January 2022
v1.5	Assessment requirement clarification (ODSR_DBS_056)	December 2021	February 2022
v2.0	The following amendments have been made to this qualification specification following annual review. General changes: <ul style="list-style-type: none"> clarification provided regarding registering students on T Levels and transferring between T Levels and occupational specialisms updates to grading tables and grade descriptors 	May 2023	19 June 2023

	<ul style="list-style-type: none"> • legislation or regulations have been updated with current dates, where applicable • updated websites and sources of information • updated resource requirements • updated training and support for providers information • updated assessment information <p>Amendments made to the core component section:</p> <ul style="list-style-type: none"> • in R5.1, reference to 'redundant array of independent disks (RAID) card' has been removed • in R1.10, reference to 'user experience' has been updated to 'improved user experience' • in R5.3, reference to 'User Datagram Protocol (UDP)' has been included • in R10.3, reference to 'social engineering' has been added • in R12.1, reference to 'sprints' have been removed • in R7.2, reference to 'green computing' has been added <p>Amendments made to the Digital Business occupational specialism section, including:</p> <ul style="list-style-type: none"> • in K5.2, additional bullet points regarding data sharing code of practice and its applications have been added, including: <ul style="list-style-type: none"> ○ sharing of personal data between organisations that are controllers ○ when you can give access to data to a third party ○ how data sharing can take place (for example, routine, scheduled or one off) ○ sharing data in an emergency situation 		
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Schedule 3

Implementation

The content for this Schedule is contained in separate files at:

S3_GEN2W1_DBS_Implementation_Plan

S3_GEN2W1_DBS_Resource_Plan

Schedule 3

Implementation Plan

S3_GEN2W1_DBS_Implementation_Plan

Schedule 3

Resource Plan

S3_GEN2W1_DBS_Resource_Plan

Award Questionnaire Q10.7: Resource Plan - Instructions

Lot (qualification) name:

T Level Technical Qualification in Digital Business Services

Potential Supplier name:

Pearson Education Ltd

Introduction

The following three tabs are designed for Potential Suppliers to outline and explain their Resource Plan.

Potential Suppliers must complete and submit one copy of this document for each TQ (ie a separate response for each Lot they intend to submit a Tender for).

The three sheets that follow form the requirement of Q10.7:

>> Outline Resource Plan: Potential Suppliers are to complete all highlighted (yellow) blank boxes in the table, providing an overall outline of the proposed Resource Plan. All answers should include a level of detail that enables the Authority to assess the basis and reasonableness of the proposed strategy. For the first 6 named resources (marked as * key resources), Potential Suppliers are required to provide a named replacement resource and detail their relevant experience.

>> Blank Diagram Sheet: This sheet has been left blank for Potential Suppliers to include a diagram or picture of their resourcing and/or readiness approach should they wish to include this to further support/illustrate their Resource Plan.

>> Further 10.7 Requirements: The information requested here is designed to supplement the Resource Plan provided in Sheet 1. Potential Suppliers must complete all blank boxes, providing an appropriate amount of detail.

Schedule 4

Co-operation

1 Objective of the joint arrangements

- 1.1 The Supplier shall cooperate, coordinate and seek to agree certain arrangements with all third party Awarding Organisations, including the Former Supplier, involved in the delivery of the technical education qualification element of each T Level forming part of the T Levels Programme ("**T Level Awarding Organisations**") from time to time with the aim of:
- 1.1.1 ensuring the quality, consistency, efficiency and effectiveness of the T Levels Programme as a whole; and
 - 1.1.2 in the interest of Students and Providers, streamlining administration relating to the T Levels Programme.
- 1.2 The Supplier shall ensure that all activities carried out by it under this Schedule appropriately take into account the views of each T Level Awarding Organisation (including T Level Awarding Organisations appointed subsequent and/or prior to the appointment of the Supplier) and do not risk or result in:
- 1.2.1 a disproportionate burden falling on any given T Level Awarding Organisation or on Providers; and/or
 - 1.2.2 a disproportionate burden (whether by any act or omission on the part of the Supplier) on Providers and/or Students.

2 Joint arrangements

- 2.1 In particular, the Supplier shall (at its own cost):
- 2.1.1 attend a meeting convened by the Authority (on reasonable prior notice and at least once per calendar quarter) with all other T Level Awarding Organisations to discuss progress on coordination efforts including the activities set out below, and to make decisions relating to any outstanding areas of coordination;

- 2.1.2 in order to minimise the administrative burden on Providers, cooperate with all other T Level Awarding Organisations to coordinate and deliver an efficient method of both regular and ad hoc inspections (on an ongoing basis) of the delivery by Approved Providers of the technical education qualification element of each T Level, to ensure that the relevant Approved Providers continue to meet the requirements of their Provider Approval by the Supplier and equivalent approval by other T Level Awarding Organisations, provided always that where, as a result of such cooperation and/or coordination it is necessary for the Supplier to amend and/or modify that part of the Supplier's Response to which the provisions of paragraph 3.1.2 of Part 1 of the Service Requirements apply, then the Supplier shall obtain Approval to such amendment and/or modification;
- 2.1.3 coordinate and seek to agree with all other T Level Awarding Organisations (at the earliest possible date) common rules and guidance applicable to the teaching and assessment of and provision of Post-Results Services for the technical education qualification element of each T Level with the aim of having aligned rules, guidance and Post-Results Services, where appropriate, across the T Levels Programme, addressing topics such as conducting examinations;
- 2.1.4 share information between T Level Awarding Organisations as necessary (subject to the relevant obligations on confidentiality in this Contract) to:
- (i) facilitate the joint arrangements anticipated by this Schedule;
 - (ii) enable transfer of achievement of the TQ Core Component of a T Level between T Level Awarding Organisations; and
 - (iii) enable results analysis in respect of the Route of which the TQ forms part;
- 2.1.5 where possible, utilise systems in the delivery of the Services which are interoperable with those utilised by other T Level Awarding Organisations so as to facilitate the portability of the Services to any Future Supplier;

- 2.1.6 coordinate and seek to agree with all other T Level Awarding Organisations pre-assessment access arrangements for T Levels to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.7 adopt a common process and, where possible, system, to that used by other T Level Awarding Organisations for applications for access arrangements for T Levels to be made and considered for the benefit of Students;
- 2.1.8 coordinate and seek to agree with all other T Level Awarding Organisations a common process and approach and, where possible, system to that used by other T Level Awarding Organisations, to manage and/or facilitate Reasonable Adjustments and/or applications for Special Consideration to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.9 seek to agree between T Level Awarding Organisations a Key Dates Schedule, such schedule to be developed in consultation with the Department, GCE Awarding Organisations, Providers and UCAS and to be Approved by the Authority;
- 2.1.10 attend regular meetings (at least once per calendar month unless otherwise notified by the Authority) with all other T Level Awarding Organisations to discuss operational issues in relation to the T Level Programme;
- 2.1.11 in order to minimise the administrative burden on Providers, co-operate with the Former Supplier, where relevant, to facilitate a smooth transition during the Entry Transition Period; and
- 2.1.12 where notified by the Authority, work with other T Level Awarding Organisations responsible for TQs in the same Route with the aim to, where appropriate, harmonise the common TQ Core Component across that Route.

3 Disputes relating to joint arrangements

- 3.1 In the event the Supplier contends that it is unable to meet its obligations under this Schedule as a result of the action or inaction of one or more third party T Level Awarding Organisation, the Supplier shall seek to resolve such matter with the relevant T Level Awarding Organisation(s). In the event that the Supplier is unable to resolve

such matter, having used its reasonable endeavours to do so, the Supplier shall promptly notify the Authority in writing with the relevant details including the steps taken to attempt to resolve the matter, and the Authority shall use its reasonable endeavours to promptly resolve such matter.

- 3.2 In the event that a third party T Level Awarding Organisation contends that it is unable to meet its joint arrangement obligations as a result of the action or inaction of the Supplier, then the Supplier shall comply with the reasonable instructions of the Authority in relation to such action or inaction.
- 3.3 Nothing in this Schedule (including any failure to agree any matters referred to in paragraph 2 of this Schedule) shall operate to reduce or otherwise diminish the Supplier's obligations and/or the Authority's rights under this Contract.

4 Reporting

- 4.1 The Supplier shall, on request by the Authority, promptly provide a written report to the Authority setting out its progress in achieving the joint arrangements set out in paragraph 2 of this Schedule.

Schedule 5

Supplier's Response

The content for this Schedule is contained in a separate file at.

S5_GEN2W1_DBS_Risk_Register

S5_GEN2W1_DBS_AQ9.1-10.7_Supplier_Responses

S5_GEN2W1_DBS_Q9.5_Grading_and_Awarding_Structure

S5_GEN2W1_DBS_Q10.4_Internal_Quality_Assurance_Process

S5_GEN2W1_DBS_Q10.7_Management_and_Governance

S5_GEN2W1_DBS_Q10.7_Escalation_Process_Flow

S5_GEN2W1_DBS_Issues_Log

S5_GEN2W1_DBS_Pearson_9.7_Submission

S5_GEN2W1_Clarifications

Schedule 5

Risk Register

S5_GEN2W1_DBS_Q10.1_TQ_Risk_Register

Schedule 5

Supplier Responses

S5_GEN2W1_DBS_AQ9.1 - Q10.7_Supplier_Responses

Schedule 5

Awarding Structure

S5_GEN2W1_DBS_Q9.5_Grading_and_Awarding_Structure

Schedule 5

Internal Quality Assurance Process

S5_GEN2W1_DBS_Q10.4_Internal_Quality_Assurance_Process

Schedule 5

Management and Governance

S5_GEN2W1_DBS_Q10.7_Management_and_Governance

Schedule 5

Escalation Process Flow

S5_GEN2W1_DBS_Q10.7_Escalation_Process_Flow

Schedule 5

Issues Log

S5_GEN2W1_DBS_Q10.7_Issues_log

Schedule 5

9.7 Submission

S5_GEN2W1_DBS_Pearson_9.7_Submission

Schedule 5

Clarifications

S5_GEN2W1_DBS_Clarifications

Schedule 6

Pricing Schedule

The content for this Schedule is contained in a separate file at:

S6_GEN2W1_DBS_Pricing_Schedule

Pricing Schedule - Instructions

Lot (qualification) name:	DIGITAL BUSINESS SERVICES
Potential Supplier name:	Pearson Education Ltd

Introduction

This Pricing Schedule enables Potential Suppliers to complete the price element of their Tender. This is to be done against the price elements defined in the definition section below and with reference to the rest of the documents forming part of this ITT, particularly the Service Requirements. Note the separate instructions relating to question 10.5 which must also be followed by Potential Suppliers.

The figures provided against each of the pricing elements will be used in conjunction with expected numbers of Technical Qualification (TQ) students (5 cohorts), chargeable updates to the TQ content and uptake of Additional Services to calculate an estimated Total Contract Value ("TCV"). The TCV calculated in this Pricing Schedule will form the basis of the pricing evaluation, as described in the Evaluation Methodology and Guidance.

Please note that all of the volumes given in this Pricing Schedule are estimates and are not guaranteed. Please also note that no price impacting assumptions or caveats will be accepted in Tenders and the Potential Supplier will not be permitted to vary any charges or fees included in this Pricing Schedule in the event that its estimates prove to be inaccurate. The only charges and fees which will be payable to Suppliers for the Services provided under the Contract are those set out in the Pricing Schedule, subject only to the variation procedures set out in the Contract.

How to complete this Pricing Schedule

Potential Suppliers must complete and submit one copy of this Pricing Schedule for each Lot they intend to submit a Tender for. There are 7 versions of the Pricing Schedule, one for each Lot, and Potential Suppliers should ensure that they complete and submit the correct version of the Pricing Schedule for the Lot which they are submitting a Tender for. Potential Suppliers must complete their name on this instructions tab.

Potential Suppliers must complete all boxes coloured yellow in each of tabs 'Input A', 'Input B', 'Input C' and 'Input D'. The spreadsheet will then automatically calculate the TCV in the "Total Contract Value" tab using the values entered. The rate card in 'Input B' will automatically populate the relevant rows in 'Input C' and 'Input D'. Values should be entered in £ pounds sterling and rounded to the nearest pound. Prices should exclude any applicable VAT.

>> Input A: Potential Suppliers should enter their proposed entry fee and the price for each of their Additional Services (each as defined below). The Qualification Development Fee will automatically be populated when 'Input C' is completed. The scenario based update charge will be automatically populated when 'Input D' is completed. Potential Suppliers submitting a Tender for multiple Lots should note the requirement to apply the multi-lot discount to the entry fee at Contract Award stage, should the Potential Supplier be awarded multiple lots. The discount to the entry fee will be applied as described in paragraph 5.16 of the ITT.

>> Input B: In the 'Personnel Costs' section, Potential Suppliers should enter a daily rate (for a 7 hour working day) of each type / grade of individual who may be involved in work on the refresh of, and updates to, the Technical Qualification (TQ), together with their grade or level where applicable to their role and whether they are an internal (i.e. employed) or external resource. Individual roles should be entered in the relevant category of Drafting, Consultation / Stakeholder Engagement, or Quality Assurance / Review that best describes the majority of their role in relation to the refresh of / update to the TQ or 'Other' where none of the other listed categories are relevant. Only complete as many lines as needed for the number of roles that will be involved, and leave the remaining lines blank. A blended day rate will automatically be calculated for evaluation purposes only based on the total of all daily rates divided by the number of roles listed. This will form part of the TCV calculation. In the 'Other Costs' section, Potential Suppliers should enter any non personnel related costs which they wish to include in either or both of their development costs or change costs in 'Input C' and 'Input D'. Non personnel related costs should be broken down into different types of cost. Details of each type of costs and the unit cost should be provided. If the unit cost for a non personnel cost is different for development and change, the cost should be entered twice with a different unit cost for each entry (e.g. Software licensing costs - development Ex; software licensing costs - change Ey). Both the personnel cost and other cost lines entered in 'Input B' will then be available for Potential Suppliers to select from when completing 'Input C' and 'Input D'. Only enter details for personnel and other costs if they are relevant to be able to complete 'Input C' or 'Input D' tabs. For the purpose of this exercise, marketing costs are not to be included. The Rate Card costs may be subject to indexation based increase as set out in the Contract.

>> Input C: Potential Suppliers should enter the number of days of input which would be required from each of the listed individual roles to refresh the qualification. The available roles will automatically complete from your entries in 'Input B' (which should therefore be completed before this section). Potential Suppliers should provide the type and estimated frequency of any non personnel related costs that will be incurred to refresh the qualification in the 'Other Costs' section. The available types of non personnel cost will automatically complete from your entries in 'Input B'.

>> Input D: Potential Suppliers should enter the number of days of input which would be required from each of the listed roles to complete the relevant change to the TQ as described in the relevant scenario. The available roles will automatically complete from your entries in 'Input B' (which should therefore be completed before this section). Potential Suppliers should provide the estimated frequency of any non personnel related costs that will be incurred in the 'Other Costs' section. The available types of non personnel cost will automatically complete from your entries in 'Input B'.

>> Total Contract Value: This is for information and evaluation purposes only, and no cells need to be completed by Potential Suppliers. Please note the figures for estimating the take up of Additional Services (dependent on the Additional Service, 0.1%, 0.5%, 5%, 10% or 20% of TQ students/assessments as applicable, or 40 instances of visits/reviews as applicable) including the anticipated number of assessments, is for evaluation purposes only. The unspecified TQ update charge based on a fixed number of days (20), is also an estimate used for evaluation purposes only. The Total Contract Value will be based on 5 cohorts only (please note that the estimated total contract value provided in the PIN Notice is based on 5 cohorts including the optional 1 + 1 cohort extension which is at the discretion of the Authority).

Fee definitions

1. Qualification Development Fee: A fixed charge for the initial refresh and update of the TQ covering the elements set out in paragraph 10.4 of the Evaluation Guidance. This will be paid in three instalments as set out in the Contract. To complete this pricing schedule, Potential Suppliers must fill in tab 'Input C' with the relevant details as described above. The total Qualification Refresh charge, will then be automatically shown on the 'Input A' tab, cell H7, and will be the Qualification Refresh Charge as defined in the Contract.

2. Entry fee: A per student entry fee charged to Providers. This will cover all assessment and support services for the whole TQ. The fee provided here remains fixed throughout the Contract term (noting that in the occasion where a Potential Supplier is awarded more than one lot, the discount to the entry fee described above will be applied) other than inflationary increases in accordance with the Contract. Note that Potential Suppliers may not make any separate charge for Provider approval. Anticipated costs for Provider approval services must be included in other charges or fees in this Pricing Schedule. The entry fee must be inputted directly on the 'Input A' tab.

3. Fees for Additional Services: These are fees charged directly to Providers in relation to the provision of Additional Services from the menu of services that Suppliers must make available to Providers. Each Additional Service must be delivered on request. Each fee provided here should cover one instance of the relevant Additional Service being delivered. The fee provided here is expected to remain fixed throughout the Contract, other than inflationary increases in accordance with the Contract. The Additional Services fees are to be inputted directly on the 'Input A' tab.

4. Fees for Exclusive Changes to the TQ: The Authority will pay the Supplier for making changes to the TQ during the Contract term where these are defined as Exclusive TQ Changes in the Contract. For evaluation purposes, Potential Suppliers must price two TQ change scenarios as described in tab 'Input D'.

For evaluation purposes, the rate card completed in 'Input B' and the detail entered in 'Input D' will be used to calculate the cost of two scenarios, and a cost of an unspecified TQ change as follows:

- > The weighted average for the two scenarios is calculated by multiplying the total charges of the 2 scenarios by their relative weighting and adding them together, to represent an average charge for a Exclusive TQ Change. This charge will then be automatically shown on the 'Input A' tab, cell H17. For the purposes of the TCV, this average charge will be multiplied by the estimated number of Exclusive TQ Changes over the Contract term that are similar to the scenarios (i.e. 2).
- > The unspecified TQ update charge is calculated using a blended day rate. The blended day rate will be calculated on 'Input B' using the total of all daily rates listed in the rate card divided by the number of roles that are listed. For the purposes of the TCV, an unspecified TQ update charge will then be calculated by multiplying the blended day rate by 20 days. This is for the purposes of evaluation only and neither the blended rate or the unspecified TQ update charge are expected to form the basis for a specific charge to be paid by the Authority.

Schedule 6A

Adaptive Pricing

1. The Review Triggers

- 1.1 The Parties agree that the Entry Fee, as referred to in Schedule 6, shall be reviewed and may change, in the following two instances:
- 1.1.1 in or around [December 2026], which shall be referred to as the Mid-Term Review; and
 - 1.1.2 in the event that the Authority seeks to extend the Contract in accordance with clause 2.2 and 15.2 of the Contract, in or around [December 2028], which shall be referred to as the Extension Review.

2. The Mid Term Review

- 2.1 On or around [1st December 2026] the Authority shall provide the Supplier with an updated projection of total learner volumes for the five Exclusive Cohorts under the Contract which shall be referred to as the Updated Projection.
- 2.2 The Updated Projection shall be calculated by the Authority by combining the actual learner volumes for Exclusive Cohorts one and two, as confirmed by the Department to the Authority, with the revised estimates for the remaining three Exclusive cohorts of the Contract, as determined by the Department and confirmed to the Authority.

Circumstances in which an Enhanced Entry Fee is permitted

- 2.3 Where the Updated Projection is calculated to be at least 15% less than the total learner volume contained in the original tender documents, which shall be referred to as the Initial Projection, the Authority shall determine a revision to the Entry Fee which shall be referred to as the Enhanced Entry Fee and will be in such amount as to enable the Supplier to retain the opportunity to achieve its % profit margin, as set out in Schedule 6, over the life of the original Contract and;

- 2.3.1 the Authority shall notify the Supplier in writing, on or before the [31st December 2026] of the Enhanced Entry Fee;
- 2.3.2 by no later than the end of February in the Academic Year prior to the Academic Year in which the Enhanced Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with the Enhanced Entry Fee, or such other Entry Fee not exceeding the Enhanced Entry Fee, as the case may be;
- 2.3.3 for the avoidance of doubt, any Entry Fee to be adopted by the Supplier pursuant to the provisions of this paragraph 2.3, will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract. The collective adjustments calculated in accordance with this paragraph 2.3 and or clause 4.12 will not exceed the Enhanced Entry Fee.
- 2.3.4 Any Enhanced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August [2027] and shall continue to apply to the Cohort for the Academic Year commencing 1 August [2027] and the Cohort for the Academic Year commencing 1 August [2027], and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

Circumstances in which a Reduced Entry Fee will be required

- 2.4 Where the Updated Projection is calculated to be at least 15% more than the Initial Projection, the Authority shall determine a reduced Entry Fee which shall be referred to as the Reduced Entry Fee which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
 - 2.4.1 The Authority shall notify the Supplier in writing, on or before the [31st December 2026] of the Reduced Entry Fee;
 - 2.4.2 For the avoidance of doubt, the Reduced Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
 - 2.4.3 The Reduced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August [2027] and shall apply to the Cohort for the Academic Year commencing 1 August [2027] and the Cohort for the Academic Year

commencing 1 August [20xx], and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

3. The Extension Review

3.1 In the event of notification by the Authority to the Supplier of their intention to extend the Contract in accordance with clause 2.2 and 15.2, which shall be referred to as 'the First Extension Period', the Authority shall:

3.1.1 before the end of the final Exclusive Cohort, provide the Supplier with the projection of learners for the Academic Years which fall within the First Extension Period following the end of the fifth Exclusive Cohort, as determined by the Department and confirmed to the Authority, which shall be referred to as the Final Updated Projection;

3.1.2 where the Final Updated Projection is calculated to be at least 15% less than the Updated Projection for the fifth Exclusive Cohort, calculate the Entry Fee applicable to the First Extension which shall be referred to as the Extension Entry Fee, in such a sum which ensures that the Supplier retains the opportunity to achieve its % profit margin, as set out in Schedule 6, during the First Extension Period;

3.1.3 the Authority shall notify the Supplier in writing, on or before the [31st December 2028] of the Extension Entry Fee;

3.1.4 by no later than the end of February in the Academic Year prior to the Academic Year in which the Extension Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with such other Entry Fee not exceeding the Extension Entry Fee, as the case may be;

3.1.5 the Extension Entry Fee shall also incorporate any adjustments to the Entry Fee effected by the application of clause 4.12;

3.1.6 any Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall within the First Extension Period.

- 3.2 In the event that the Authority seeks to extend the Contract beyond the First Extension Period, in accordance with the provisions of clause 2.2 and 15.2 of the Contract, the Extension Entry Fee shall not be amended further save for any adjustments effected by the application of clause 4.12.

Circumstances in which a Reduced Extension Entry Fee will be required

- 3.3 Where the Final Updated Projection is calculated to be at least 15% more than the Updated Projection for the fifth Exclusive Cohort, the Authority shall determine a reduced Entry Fee which shall be referred to as the 'Reduced Extension Entry Fee' which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
- 3.3.1 The Authority shall notify the Supplier in writing, on or before the [31st December 2028] of the Reduced Extension Entry Fee;
- 3.3.2 For the avoidance of doubt, the Reduced Extension Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
- 3.3.3 The Reduced Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall in with the First Extension Period, and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

4. General

- 4.1 The Authority does not provide any assurance that the Updated Projection will be achieved and the Supplier bears all risks arising from any variance between the Updated Projection, the Final Updated Projection and the actual learner volumes that emerge through the life of the contract.

Schedule 7

Staff (including Key Personnel)

1 Key Personnel

- 1.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles during the Term. The Annex to this Schedule 7 lists the Key Roles, remit and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 1.2 The Authority can identify any further roles as being Key Roles and, following agreement on this by the Supplier (such agreement not to be unreasonably withheld or delayed) any relevant person selected to fill those Key Roles (and details of the role itself) shall be included on the list of Key Personnel in the Annex to this Schedule 7.
- 1.3 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Schedule 12 (*Exit Management*)) unless:
 - 1.3.1 requested to do so by the Authority;
 - 1.3.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 1.3.3 the person's employment or contractual arrangement with the Supplier or a Subcontractor is terminated for material breach of contract by the employee; or
 - 1.3.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).
- 1.4 The Supplier shall:
 - 1.4.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.4.2 ensure that any Key Role is not vacant for any longer than 10 Working Days;
 - 1.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death,

unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;

1.4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services and/or supply of any Products; and

1.4.5 ensure that any replacement for a Key Role:

(i) has a level of qualifications and experience appropriate to the relevant Key Role; and

(ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

2 Staff vetting

2.1 For the purposes of this paragraph 2, "**Convictions**" means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act).

2.2 The Supplier shall ensure that all potential Supplier Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with Students or vulnerable persons (and/or access to data or information relating to such Students or vulnerable persons) are, to the extent permitted by Law:

2.2.1 questioned concerning their Convictions; and

2.2.2 required to obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) where required by Law,

before the Supplier engages the potential staff or persons in the provision of the Services.

- 2.3 The Supplier shall take all necessary steps to ensure that such potential staff or persons referred to in paragraph 2.2 obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 2.4 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- 2.4.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with paragraph 2.2.1;
 - 2.4.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with paragraph 2.2.2; or
 - 2.4.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier under paragraph 2.2.2.
- 2.5 In addition to the requirements of paragraphs 2.1 to 2.4, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier shall:
- 2.5.1 comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 2.5.2 ensure that it has no reason to believe that any member of Supplier Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 2.5.3 ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person.
- 2.6 The Supplier shall ensure that the Authority is kept advised at all times of any member of the Supplier Staff who, subsequent to their commencement of employment as a

member of the Supplier Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person. The Supplier shall only be entitled to continue to engage or employ such individual with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall immediately remove such individual from the Supplier Staff.

- 2.7 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in paragraphs 2.1 to 2.6 of this Schedule have been met.
- 2.8 For Supplier Staff appointed following the Effective Date who shall or may have access to IfATE Data, in addition to meeting its obligations under this paragraph 2, the Supplier shall carry out pre-employment screening meeting the HMG Baseline Personnel Security Standard (BPSS) or equivalent in accordance with Schedule 9 (*Data Handling and Security Management*).

Annex to Schedule 7

List of Key Personnel

The content for this Annex is contained in a separate file at:

S7_A1_GEN2W1_DBS_List_of_Key_Personnel

Schedule 8

Supply Chain (including approved Subcontractors)

1 Appointment of Key Subcontractors

- 1.1 Where the Supplier wishes to enter into a Key Sub-Contract or replace a Key Subcontractor, it must obtain Approval, such Approval not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its Approval to the appointment of a Key Subcontractor if it reasonably considers that:
 - 1.1.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Services and/or the supply of the Products or may be contrary to the interests of the Authority and/or the TQ;
 - 1.1.2 the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers or clients;
 - 1.1.3 the proposed Key Subcontractor employs unfit persons; or
 - 1.1.4 the proposed Key Subcontractor should be excluded in accordance with clause 15.715.8 (*Ending or extending this Contract*).
- 1.2 The Authority confirms its Approval of the appointment of the Key Subcontractors listed in Annex 1 to this Schedule 8.
- 1.3 Except where the Authority has given its Approval otherwise, the Supplier shall ensure that each Key Sub-Contract shall include:
 - 1.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.3.2 a right for the Authority to enforce any provisions under the Key Sub-Contract which are capable of conferring a benefit upon the Authority;
 - 1.3.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
 - 1.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the

Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority; and

1.3.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract:

- (i) under clauses 18.1 to 18.9.4 (*Data protection and information*);
- (ii) under clause 20 (*When information can be shared*);
- (iii) in respect of any obligation not to bring the Authority, the Department or the ESFA and/or the T Levels Programme into disrepute and/or otherwise diminish the trust that the public places in the Authority, the Department or the ESFA, as set out in clause 3.1.9 (*How the Services must be supplied*); and
- (iv) in respect of the keeping of records and provision of information (including (as applicable) Management Information) in relation to that part of the Services being provided and/or those Products being supplied under the Key Sub-Contract.

1.4 The Supplier shall, as soon as reasonably practicable following a request by the Authority, provide a copy of any proposed Key Sub-Contract (and/or any Key Sub-Contract which it has entered into) to demonstrate compliance by the Supplier with its obligations under this paragraph 1.

2 Subcontractor information

2.1 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- 2.1.1 their name;
- 2.1.2 the scope of their appointment; and
- 2.1.3 the duration of their appointment.

Annex 1 to Schedule 8

Key Subcontractors

Not Used

Schedule 9

Data Handling and Security Management

- 1 The Supplier shall maintain Cyber Essentials certification and shall operate an Information Security Management System in relation to the Services that is compliant with ISO 27001 (the International Standard for Information Security Management Systems) or an equivalent standard.
- 2 The Supplier shall have in place and maintain physical security, in line with the requirements outlined in ISO 27002 (the International Standard describing the Code of Practice for Information Security Controls), including entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 3 The Supplier shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to IT systems to ensure only authorised personnel have access to IfATE Data.
- 4 The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect IfATE Data, including: physical security controls; Good Industry Practice policies and processes; 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.
- 5 The Supplier shall carry out and shall maintain records of appropriate technical risk assessments in respect of all aspects of the Supplier's handling of IfATE Data. The Supplier shall provide such records to the Authority on request and shall ensure that such records are capable of demonstrating to the Authority's reasonable satisfaction that appropriate procedures are in place to address any significant risks identified.
- 6 The Supplier shall ensure that IfATE Data is processed and stored in a manner which enables such IfATE Data to be identified and securely deleted when required. The Supplier shall ensure that IfATE Data which is not in electronic form is kept physically separate from the data of the Supplier and any of the Supplier's other customers.
- 7 Any IfATE Data transferred by the Supplier using electronic transfer methods across public space or cyberspace, including mail and courier systems, or third party provider

networks must be encrypted to an encryption standard meeting Transport Layer Security (TLS) 1.2 or later.

- 8 Storage of IfATE Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated requirement and shall be subject to paragraphs 9 and 10 below.
- 9 Any portable removable media (including pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process IfATE Data to deliver or support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 10 All portable IT devices (including laptops, tablets, smartphones or other devices, such as smart watches) which handle, store or process IfATE Data to deliver and support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be full-disk encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 11 Whilst in the Supplier's care, all removable media and hardcopy paper documents containing IfATE 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, a professional secure disposal organisation or an equivalent secure disposal method.
- 12 When necessary to hand-carry removable media and/or hardcopy paper documents containing IfATE 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 paragraph shall apply equally regardless of whether the material is being carried inside or outside of the Supplier's premises.
- 13 The Supplier shall ensure throughout the Term that it is in a position (and is able to demonstrate to the Authority's reasonable satisfaction that it is in a position) to provide a complete copy of all IfATE Data at the Authority's request at any time and on the termination or expiry of the Contract.

- 14 At the end of the Contract or in the event of equipment failure or obsolescence, all IfATE Data, in either hardcopy or electronic format, that is physically held or logically stored on the Supplier's IT infrastructure must be securely sanitised or destroyed and accounted for in a manner that ensures that the relevant data is not retrievable using normally available methods and/or tools and which allows the Supplier to demonstrate its compliance with this paragraph 14 at the Authority's request. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, then the Supplier shall protect the Authority's information and data until such time that it can be securely cleansed or destroyed.
- 15 Access by Supplier Staff to IfATE Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role and have undergone pre-employment screening appropriate to the nature and sensitivity of the IfATE Data and, for Supplier Staff appointed following the Effective Date, have undergone pre-employment screening which is at least equivalent to the HMG Baseline Personnel Security Standard (BPSS).
- 16 All Supplier Staff who handle IfATE Data must have annual awareness training in protecting information.
- 17 The Supplier shall have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Services is not adversely affected in the event of an incident (as set out in the Supplier's Business Continuity Plan). An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services. Upon request from the Authority, the Supplier will provide evidence of the effectiveness of their business continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 18 Any suspected or actual breach of the confidentiality, integrity or availability of IfATE Data being handled in the course of providing the Services, or any non-compliance with security standards pertaining to the Services, shall be investigated immediately and escalated to the Authority. The Supplier shall maintain audit records and event logs in respect of any such security events in accordance with documented retention policies approved by the Authority.

- 19 The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process IfATE Data shall be subject to independent penetration testing, to take place within the three month period immediately prior to the start of each Academic Year, to test the security of such systems and hosting environments, by a penetration testing provider that is CHECK, CREST or TIGER scheme approved. The Supplier shall include a summary of the findings of such penetration testing and the details of any necessary remedial work carried out in the annual penetration testing report required under Schedule 2 (*Service Requirements*). In the event of security issues being identified which are ranked as “high” importance or above, the Supplier shall notify the Authority as soon as reasonably possible (and in any event within 2 Working Days), shall promptly remedy such issues, and shall promptly carry out a follow-up remediation test at the Authority’s request.
- 20 The Supplier shall ensure that any consumer-off-the-shelf software used in relation to the IfATE Data or otherwise to deliver the Services is kept up-to-date and subject to mainstream support.
- 21 The Supplier shall procure and implement security patches to address any vulnerabilities in the IT systems used to handle the IfATE Data or to deliver the Services, within a period of time appropriate to the risk the vulnerability presents.
- 22 The Supplier shall not without the prior written agreement of the Authority store any IfATE Data outside of the UK or perform any form of IT management, support or development function from outside the UK. The Supplier shall provide the Authority with full details of any proposal to do so and shall not go ahead with any such proposal without the prior written agreement of the Authority.
- 23 The Supplier shall undergo appropriate security assurance activities as may reasonably be determined by the Authority from time to time and shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation. This will include obtaining any necessary professional security resources required to support the Supplier’s security assurance activities.
- 24 The Supplier shall have in place and maintain a secure system for data exchange sufficient to enable the Supplier to make all required Management Information and Ofqual information returns in relation to the TQ and the Services.

- 25 Unless otherwise agreed in writing by the Authority, the Supplier shall ensure that any of their Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company) who could potentially access any IfATE Data meet all of the requirements in this Schedule as they apply to the Supplier and shall contractually enforce such requirements onto any such Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company).

Schedule 10

Business Continuity

The content for this Schedule is contained in a separate file at:

S10_GEN2W1_DBS_Business_Continuity

Schedule 11

Change Management

Variation Form

Variation Form / change control note (CCN) No:	Contract:	Effective Date of Variation:
Initiated by: Change requested by [Supplier OR Authority]		
Date of request:		
Period of validity: This Variation Form is valid for acceptance until [DATE].		
Reason for change:		
Description and impact of the change (including to delivery and performance):		
Time limit for Impact Assessment:		
Required amendments to wording of Contract or Schedules:		
Adjustment to Charges resulting from change:		
Supporting or additional information:		
SIGNED ON BEHALF OF THE AUTHORITY	SIGNED ON BEHALF OF THE SUPPLIER	
Signature:	Signature:	
Name:	Name:	
Position:	Position:	
Date:	Date:	

Schedule 12

Exit Management

PART A: GENERAL

1 Exit Plan

- 1.1 The Supplier shall, within two Months after the Effective Date, deliver to the Authority an initial Exit Plan (adopting and updating the form of plan at Annex 1 to this Schedule 12) that:
 - 1.1.1 sets out the Supplier's proposed methodology for achieving an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract;
 - 1.1.2 complies with the requirements set out in paragraph 1.3 below; and
 - 1.1.3 is otherwise reasonably satisfactory to the Authority.
- 1.2 The Authority shall consider the initial Exit Plan and shall notify the Supplier of any amendments it believes are necessary. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.3 The Exit Plan shall set out, as a minimum:
 - 1.3.1 how the Exit Information will be obtained;
 - 1.3.2 separate mechanisms for dealing with Ordinary Exit, Early Exit and Emergency Exit, with the provisions relating to Early Exit and Emergency Exit prepared on the assumption that the Supplier may be unable to provide the full level of assistance that is required by the provisions relating to Ordinary Exit, and to include in the case of Early Exit and Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

- 1.3.3 the management structure to be employed during the transfer of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.4 a detailed description of the transfer processes, including a timetable, applicable in the case of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.5 steps the Supplier will take to mitigate the potential for and/or costs of any redundancies (if applicable) of any individual employed by either the Supplier or any Subcontractor in the provision of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit; and
- 1.3.6 without prejudice to the Supplier's obligations elsewhere in this Schedule, the scope of any further termination-related assistance that may reasonably be required by the Authority to achieve an orderly transfer of the Services to the Authority and/or its Replacement Supplier in the case of each of an Ordinary Exit, an Early Exit, and an Emergency Exit.

2 Updates to the Exit Plan

2.1 The Supplier shall review and (if appropriate) update the Exit Plan:

- 2.1.1 following IfATE Approval;
- 2.1.2 at least once every Academic Year;
- 2.1.3 whenever there is a material change to the Services (including any TQ Change); and
- 2.1.4 within 10 Working Days of the service of a Termination Notice,

and consider what changes (if any) are necessary to reflect the current state of the Services and the TQ at the relevant point in time and to ensure that the Exit Plan meets the requirements of this Schedule and is capable of being implemented promptly.

2.2 Following each review required under paragraph 2.1, the Supplier shall submit for the Authority's approval a revised draft of the Exit Plan showing any proposed amendments necessary to ensure the Exit Plan continues to meet the requirements of this Schedule. The Authority shall consider each such revised draft and shall notify the

Supplier of any further amendments it believes are necessary. The Supplier shall incorporate all reasonable amendments requested by the Authority in a further revised draft of the Exit Plan. If the Parties are unable to agree the contents of a revised Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.3 When the revised Exit Plan is agreed, it shall be signed by both Parties, following which it shall supersede any previous versions of the Exit Plan.

3 Provision of Exit Information

- 3.1 The Supplier shall provide to the Authority the Exit Information (as defined in paragraph 3.2 below) in an appropriate documentary form:

- 3.1.1 within one Month of the date 12 Months prior to the Expiry Date (as extended by any Extension Period);
- 3.1.2 as soon as reasonably practicable after (and in any event within one Month of) the date of service of a Termination Notice by either Party; and
- 3.1.3 at the Authority's request on reasonable notice at any point during the Term provided that the Authority shall not make such a request more than twice in any 6 month period.

- 3.2 Subject to paragraph 3.3, the information to be provided under paragraph 3.1 shall include all such information as is reasonably necessary and sufficient to enable the Authority and/or any Replacement Supplier to take over and provide the Services and the TQ following the expiry or termination of this Contract (the "**Exit Information**"), and in particular shall include:

- 3.2.1 details of all Supplier third party contracts or licences used for the provision of the Services (including any Transferable Contracts) including, where applicable, whether such contracts or licences are used by the Supplier to provide services to other customers of the Supplier, save to the extent these details are subject to an obligation of confidence to a third party that is not part of the Supplier's corporate group;
- 3.2.2 details of all the Intellectual Property Rights used in the provision of the Services or developed as part of the Services;

- 3.2.3 details of any IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 3.2.4 details of any Key Materials and Ancillary Materials;
- 3.2.5 details of any ongoing projects or other work carried out under this Contract; and
- 3.2.6 in respect of all individuals engaged in providing the Services, such information as the Authority may reasonably request (subject, at all times, to any relevant Data Protection Legislation), including in an anonymised format full and accurate details of:
- (i) the total number of such individuals;
 - (ii) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
 - (iii) their dates of commencement of employment or engagement;
 - (iv) their remuneration and other benefits;
 - (v) their other terms and conditions of employment, as applicable (including their relevant contractual notice periods and any other terms relating to termination of employment, redundancy procedures and redundancy payments);
 - (vi) their job titles and job descriptions;
 - (vii) details of any such individuals on long term sickness absence, parental leave, maternity leave, paternity leave or other authorised long-term absence;
 - (viii) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - (ix) details of who reports to each individual and to whom each individual reports; and

- (x) any collective agreements that apply to them; and
- 3.2.7 any other material or information reasonably requested by the Authority.
- 3.3 The Supplier shall not be required to provide in the Exit Information any information that has already been provided to the Authority as part of the Management Information, unless that information has become outdated and/or inaccurate since it was last provided as part of the Management Information.
- 3.4 Once provided in accordance with paragraph 3.1 above, the Supplier shall provide any updates to the Exit Information to the Authority:
 - 3.4.1 on a Monthly basis (following any Month where there are changes to the Exit Information) following the earliest of the dates referred in to paragraphs 3.1.1 and 3.1.2; and
 - 3.4.2 as soon as reasonably practicable following (and in any case within one Month of) the Authority's reasonable request, provided that the Authority shall not make such a request more than twice in any 6 Month period.
- 3.5 The Exit Information shall be deemed to be Confidential Information. The Authority shall only use the Exit Information for the Exit Purposes as defined in paragraph 4.2 below, and shall ensure that such Exit Information is only disclosed within the Authority to those individuals who need to know the Exit Information for the Exit Purposes. The Authority may disclose the Exit Information to any Replacement Supplier for the Exit Purposes.

4 Provision of assistance on termination or expiry

- 4.1 In connection with any expiry or termination of this Contract for whatever reason, the Parties shall perform their respective obligations as stated in the Exit Plan, and without prejudice to the generality of this obligation:
 - 4.1.1 the Supplier shall provide to the Authority and/or any Replacement Supplier (as applicable) all reasonable assistance requested by the Authority for the transfer of the Services and the TQ from the Supplier to the Authority and/or the Replacement Supplier (as applicable) with the minimum of disruption and inconvenience to Students and Stakeholders;

- 4.1.2 the Supplier shall provide the Authority with:
- (i) a complete copy of all Key Materials;
 - (ii) a complete copy of any Ancillary Materials that have not previously been provided or that have been updated since they were last provided; and
 - (iii) at the Authority's request, further copies of any Ancillary Materials previously provided;
- 4.1.3 the Supplier shall provide the Authority or, at the Authority's request, any Replacement Supplier, with a copy of all IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 4.1.4 the Supplier shall provide any additional information reasonably required by the Authority to understand and access any data or information provided by the Supplier; and
- 4.1.5 at the Authority's request, the Supplier shall enter into a period of parallel running of the Services alongside the running of any Replacement Services and shall use its reasonable endeavours to facilitate a phased transfer of the Services to the Authority and/or any Replacement Supplier (but only where that phased transfer does not impact on the Supplier's ability to deliver the Services that it remains responsible for providing under this Contract).
- 4.2 Without prejudice to the terms of clause 13 (*Intellectual Property Rights*), the Supplier hereby grants to the Authority a worldwide, royalty free licence (with a right to sublicense to any Replacement Supplier) to use any information, data, software or materials referred to in the Exit Information or provided by the Supplier or its Subcontractors in the performance of the Supplier's obligations under this paragraph 4. The Authority and any Replacement Supplier sub-licensees may only use such information, data, software and materials for such purposes and for such period as is reasonably necessary to ensure an orderly transfer of the Services to the Authority or a Replacement Supplier that minimises disruption and inconvenience to Students and Stakeholders ("**Exit Purposes**").

- 4.3 In the event of an Emergency Exit, the Supplier shall grant or procure the grant to the Authority and any Replacement Supplier the right during any Transition Period and on termination of this Contract to access and use the IT systems used by the Supplier (including software and databases) insofar as such access and use is necessary in order to enable an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the termination of this Contract, and the Supplier shall provide such access, information and credentials as are required for the Authority and/or Replacement Supplier to access such systems for such purposes.

5 Transferable Contracts

- 5.1 During the period beginning 6 Months prior to the End Date or following the service of a Termination Notice by either party, the Supplier shall not without the Authority's prior written consent terminate, enter into or vary:
- 5.1.1 any Transferable Contract; or
- 5.1.2 any other Sub-Contract, except to the extent such change does not or will not affect the provision of the Services or the Charges.
- 5.2 On expiry or termination of this Contract for any reason, the Supplier shall at the Authority's request assign, novate or procure the novation of the Supplier's interest in the Transferable Contracts to the Authority or a Replacement Supplier.

6 Costs of assistance on termination or expiry

- 6.1 Save in respect of the provision of the Services (for which the Supplier shall continue to be remunerated in accordance with Schedule 6 (*Pricing Schedule*)):
- 6.1.1 where the Contract is terminated by the Authority as a result of a Supplier Termination Event under clause 15.3 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Supplier, the Parties' costs of compliance with paragraph 4 shall be borne by the Supplier; and
- 6.1.2 where the Contract is terminated by the Supplier under clause 15.5 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Authority, the Parties' costs of compliance with paragraph 4 shall be borne by the Authority.

- 6.2 References to “**costs**” in paragraph 6.1 shall be deemed to refer only to direct, reasonable and verifiable costs (which, in the case of the Supplier, shall be calculated in accordance with the Rate Card). Both Parties shall use all reasonable endeavours to mitigate such costs and, to the extent reasonably practicable, each Party shall notify and obtain the consent of the other Party before incurring any costs for which the other Party would be liable under paragraph 6.1.
- 6.3 Subject to paragraph 6.1, each Party shall bear its own costs of compliance with this Schedule.

7 General

- 7.1 The Supplier warrants to the Authority that all the information provided under paragraphs 3 and 4 shall conform to the requirements of this Contract or, where there are no such requirements, shall be prepared in accordance with Good Industry Practice.
- 7.2 Except as otherwise stated in the Exit Plan:
- 7.2.1 the obligations in paragraphs 4 and 5 shall be in addition to, and not in substitution for, the provision of the Services; and
 - 7.2.2 subject to the continued payment of the Charges in accordance with the terms of this Contract, the Supplier shall continue to provide, and the Authority shall continue to receive, the Services during the Term in accordance with the terms and conditions of this Contract.

PART B: EMPLOYMENT

8 Employment exit provisions

- 8.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part (“**Subsequent Transfer**”). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the Relevant Transfer Date.

- 8.2 The Supplier shall and shall procure that any Subcontractor shall on receiving notice of termination of this Contract or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services, the Supplier's Provisional Supplier Personnel List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to each individual listed on the Supplier's Provisional Supplier Personnel List. The Supplier shall notify the Authority of any material changes to this information as and when they occur.
- 8.3 At least 28 days prior to the Relevant Transfer Date, the Supplier shall and shall procure that any Subcontractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Supplier Personnel List, which shall be complete and accurate in all material respects. The Supplier's Final Supplier Personnel List shall identify which of the Supplier's and Subcontractor's personnel named are Relevant Employees.
- 8.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 8.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information ("**TUPE Information**") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Supplier Personnel List.
- 8.6 The Supplier shall and shall procure that any Subcontractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 8.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the 12 months prior to the Expiry Date and/or the period following the date of service of a Termination Notice by either Party, shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any

Subcontractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.

- 8.8 In the 12 months prior to the Expiry Date and the period following the date of service of a Termination Notice by either Party, the Supplier shall not and shall procure that any Subcontractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Supplier Personnel List, their remuneration, or make any other change in the terms and conditions of those employees without the Authority's prior written consent.
- 8.9 The Supplier shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Supplier's Personnel, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance, pension contributions and otherwise, up to the Relevant Transfer Date.
- 8.10 The Supplier shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Supplier against all Employee Liabilities relating to:
- 8.10.1 any person who is or has been employed or engaged by the Supplier or any Subcontractor in connection with the provision of any of the Services;
or
- 8.10.2 any trade union or staff association or employee representative,

arising from or connected with any failure by the Supplier and/or any Subcontractor to comply with any legal obligation, and whether any such claim arises or has its origin before or after the Relevant Transfer Date.
- 8.11 The Authority will and/or shall ensure that any Replacement Supplier will indemnify and keep indemnified in full the Supplier against any liability to the extent only arising from any failure by the Authority and/or any Replacement Supplier to comply with their obligations under TUPE.
- 8.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

- 8.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply in respect of paragraph 8.2 to paragraph 8.10 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under the Contracts (Rights of Third Parties) Act 1999.
- 8.14 Despite paragraph 8.13, 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.

Schedule 12: Annex 1 – Exit Plan

The content for this Annex is contained in a separate file at:

S12_A1_GEN2W1_DBS_Q10.4_Exit_Plan

S12_A1_GEN2W1_DBS_Q10.4_Entry_Plan

Schedule 12 Annex 1

Exit Plan

S12_A1_GEN2W1_DBS_Q10.4_Exit_Plan

Schedule 12 Annex 1

Entry Plan

S12_A1_GEN2W1_DBS_Q10.4_Entry_Plan

Schedule 13

Form of Guarantee

Not Used

Schedule 14

Form of Assignment and Licence

DATED

THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION

and

[Supplier]

INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
THE [xxx] T LEVEL TECHNICAL
QUALIFICATION

*[DN: The highlighted details above are
to be completed at the Contract award
stage]*

THIS ASSIGNMENT AND LICENCE is made on

BETWEEN:

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT (“**Authority**”); and
 - (2) **[DN: Insert Supplier name and details at Contract award stage]** (“**Supplier**”),
- each a “**Party**” and together the “**Parties**”.

BACKGROUND TO THIS ASSIGNMENT AND LICENCE

- (A) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element (“**TQ**”) for the **[DN: Relevant pathway to be inserted at Contract award stage]** T Level (“the **TQ Agreement**”).
- (B) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (C) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

1 Assignment and Licence start, formation and interpretation

- 1.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 1.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 1.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

- 1.4 In this Assignment and Licence, unless the context otherwise requires:
- 1.4.1 the singular includes the plural and vice versa;
 - 1.4.2 reference to a gender includes the other gender and the neuter;
 - 1.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
 - 1.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
 - 1.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.

1.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

“Ancillary Materials” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;

- (l) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

“Deliverables” means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Effective Date” means the date on which the last Party to sign has signed this Assignment and Licence;

“Final Approval Milestone” has the meaning given in the TQ Agreement;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

“Indemnifier” means a Party from whom an indemnity is sought under this Assignment and Licence;

“Insolvency Event” means:

- (a) in respect of a company:
 - (i) 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;
or
 - (ii) 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);
or
 - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or

- (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) 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; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and

- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

“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 the Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“New IPR” means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or

- (b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Product” has the meaning given in the TQ Agreement;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

“Replacement Services” means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” has the meaning given in the TQ Agreement;

“Required Insurances” has the meaning given in the TQ Agreement;

“Services” means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“TQ Agreement” has the meaning given in recital A (above);

“Transparent” means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

2 Assignment

2.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

2.1.1 the creation of any relevant materials known to be Key Materials;

2.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and

2.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.

2.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

3 Licences to the Authority

- 3.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
- 3.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
 - 3.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:
 - (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
 - (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
 - 3.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and
 - 3.1.4 to sub-license others to exercise the rights set out in this clause 3.1.
- 3.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (l) of the definition of Ancillary Materials (being "*lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ*") only for the purposes of planning for or executing an Emergency Exit.

4 Licence to the Supplier

- 4.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

5 Warranties and representations

- 5.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
- 5.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;
 - 5.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;
 - 5.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
 - 5.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
 - 5.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
 - 5.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;

- 5.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 5.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 5.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

6 Indemnity

- 6.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 6.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
 - 6.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
 - 6.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

7 Moral rights

- 7.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

8 Ending or extending the Assignment and Licence

8.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.

8.2 If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):

8.2.1 a Default incapable of remedy;

8.2.2 a Default capable of remedy that is not corrected within 30 days; and

8.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

9 Claims against third parties

9.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

10 Further assurance

10.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:

10.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and

- 10.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 10.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 10.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 10.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
- 10.4.1 take any action that this Assignment and Licence requires the Supplier to take;
- 10.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
- 10.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 10.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

11 How much each Party can be held responsible for

- 11.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.

- 11.2 No Party is liable to the other for:
- 11.2.1 any indirect Losses; or
 - 11.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
- 11.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - 11.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 11.3.3 any liability that cannot be excluded or permitted by Law.
- 11.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 11.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

12 Invalid parts of this Assignment and Licence

- 12.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

13 No other terms apply

- 13.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.

- 13.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

14 Other people's rights in this Assignment and Licence

- 14.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA) in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

15 Relationships created by this Assignment and Licence

- 15.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

16 Giving up contract rights

- 16.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

17 Transferring responsibilities

- 17.1 The Supplier must not assign this Assignment and Licence without Approval.
- 17.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 17.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.
- 17.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

18 How to communicate about this Assignment and Licence

- 18.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a

Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

- 18.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management (xxx@education.gov.uk) and the Authority's Head of Legal (xxx@education.gov.uk) .
- 18.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

19 Dealing with claims

- 19.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 19.2 At the Indemnifier's cost the Beneficiary must both:
- 19.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 19.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 19.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 19.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 19.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 19.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 19.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

19.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

19.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

20 Resolving disputes

20.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

20.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.

20.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

20.3.1 determine the Dispute;

20.3.2 grant interim remedies, or any other provisional or protective relief.

20.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

20.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.

20.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

21 Which law applies

21.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

ANNEX

IPR Assurance Certificate

This certificate is given pursuant to clause 13.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).

Guidance:

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

Purpose of this certificate: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

Supplier Declaration:

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below¹, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority;
and/or

- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

Key Materials

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

¹ If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

Table 1

Deliverable	Key Materials
[Set out title / description of the Deliverable]	Set out elements which are Key Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

Ancillary Materials

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

Table 2

Deliverable	Ancillary Materials
[Set out title / description of the Deliverable]	Set out elements which are Ancillary Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Name

Position

Date

Signed by

[Supplier]

Director:[Insert/print name]

Signature:

Signed by

THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

Director:[Insert/print name]

Signature:

Schedule 15

Monitoring of Performance

1 Self monitoring

- 1.1 The Supplier shall monitor its performance of the Services (other than the Initial Development Services) and (where applicable) the supply of the Products against each KPI (in the manner set out in paragraph 1.2) and shall deliver to the Authority Authorised Representative the Operational Delivery Report in accordance with paragraph 3 (*Operational Delivery Report and Performance Review Meetings*).
- 1.2 The Supplier shall, in respect of each KPI, apply the applicable Performance Monitoring Methodology to such KPI to assess the Supplier's performance of such relevant KPI during the relevant Performance Monitoring Period.

2 What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Services and (where applicable) supply the Products to meet or exceed the Target Service Level for each KPI.
- 2.2 If, in any Contract Month in which a Performance Monitoring Period for a KPI ends, the Supplier fails to achieve the Target Service Level for that KPI ("**Service Failure**"), the Supplier shall submit to the Authority (as part of the Operational Delivery Report for that Contract Month) for Approval an improvement plan ("**KPI Improvement Plan**") setting out:
- 2.2.1 the reasons for such Service Failure; and
- 2.2.2 what steps the Supplier proposes to take to:
- (i) mitigate the impact of the Service Failure;
 - (ii) rectify the event, matter or circumstance giving rise to the Service Failure (including details of the proposed timings for such rectification); and
 - (iii) prevent the Service Failure from recurring.

2.3 The Authority shall (as soon as reasonably practicable following receipt of the KPI Improvement Plan) either:

2.3.1 confirm to the Supplier that the KPI Improvement Plan is Approved and following receipt of such Approval the Supplier shall:

(i) carry out and complete all of the actions in accordance with the approved KPI Improvement Plan; and

(ii) report on its progress against such KPI Improvement Plan in each and every Performance Review Meeting which occurs whilst the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and completing the actions in accordance with the KPI Improvement Plan; or

2.3.2 confirm to the Supplier that the Authority is not satisfied with the KPI Improvement Plan and/or that the steps proposed by the Supplier in the KPI Improvement Plan will address the matters referred to in paragraph 2.2.1, in which case the provisions of clause 14.2 (*What may happen if there are issues with your provision of the Services*) shall apply.

2.4 Where:

2.4.1 the Supplier fails to provide a KPI Improvement Plan in accordance with paragraph 2.2; or

2.4.2 following Approval by the Authority of the KPI Improvement Plan in accordance with paragraph 2.3, the Supplier fails to carry out and/or complete the actions in accordance with the KPI Improvement Plan (as Approved),

then such failure shall be deemed to be a Critical Service Failure.

3 Operational Delivery Report and Performance Review Meetings

3.1 Within 5 Working Days after the end of each Contract Month, the Supplier shall deliver to the Authority Authorised Representative the Operational Delivery Report in respect of the performance by the Supplier of the Services (and (where applicable) the supply

of the Products) during the Contract Month just ended together with updated versions (meeting, where applicable, all of the requirements of the relevant Product Description) of the following:

- 3.1.1 the Implementation and Delivery Plan;
- 3.1.2 the Resource Plan;
- 3.1.3 the Risk Register;
- 3.1.4 the Issues Log;
- 3.1.5 the Assessment Strategy; and
- 3.1.6 any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time.

3.2 Within 5 Working Days of receipt by the Authority Authorised Representative of the Operational Delivery Report for the relevant Contract Month, the Parties shall attend a meeting to discuss the content of the relevant Operational Delivery Report (the **“Performance Review Meeting”**) at such location and time (within normal business hours) as the Authority shall reasonably require and such Performance Review Meeting shall:

- 3.2.1 be attended by the Authority Authorised Representative and the Supplier Authorised Representative and/or such other senior representatives of either Party as the Authority Authorised Representative and/or the Supplier Authorised Representative shall reasonably require (having regard to the matters to be discussed at the relevant Performance Review Meeting); and
- 3.2.2 be fully minuted by the Supplier and the minutes shall be circulated by the Supplier to all attendees at the relevant Performance Review Meeting (and any other recipients agreed at the relevant meeting) as soon as reasonably practicable following the relevant Performance Review Meeting.

3.3 The minutes of the preceding Contract Month's Performance Review Meeting will be agreed and signed by both the Authority Authorised Representative and the Supplier Authorised Representative at or prior to the following Performance Review Meeting.

3.4 Without prejudice to clause 9 (*Record keeping, monitoring and reporting*), the Supplier shall provide to the Authority such additional information and/or documentation as the Authority may reasonably require in order to verify the Supplier's compliance with its obligations under this Contract, including to verify:

3.4.1 whether a Service Failure has occurred; and/or

3.4.2 the level of the performance by the Supplier of the whole or any part of the Services and (where applicable) the supply of the Products,

and the Supplier shall provide such information and/or documentation within such time period as the Authority shall reasonably specify at the time of making the request for such information and/or documentation.

Schedule 15: Annex 1 – Key Performance Indicators

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
1.The Supplier has in place clear and TQ specific arrangements to approve Eligible Providers and monitor Approved Providers and (i) completes the relevant processes for approval quickly upon application and (ii) carries out the required monitoring	TQ Provider approval and monitoring services – paragraph 3	(i) 100% of applications from Eligible Providers decided within 30 Working Days of receipt of application; and (ii) Supplier has carried out the required monitoring in accordance with the Implementation and Delivery Plan and/or the	Each Contract Month following IfATE Approval	Management Information in relation to: (i) Eligible Providers that have applied for approval and in respect of which a decision has been made; and (ii) details of monitoring undertaken.	Performance measurement will include Eligible Providers new to the Supplier as well as the Supplier's existing Eligible Providers who have applied to have their approval extended to include the TQ.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		Assessment Strategy.			
2. Supplier has ensured that Approved Providers are clear about what they are expected to teach and to what standard of attainment, and about how Students will be assessed	Initial TQ deliverables and development services – paragraph 2 TQ Provider support services – paragraph 4 TQ live assessment design and delivery – paragraph 6	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale. The target performance scale will use 2 positive, 2 negative and 1 neutral response. (For example (noting that the exact wording of the descriptors may vary))	During the Summer Term each Academic Year from September 2025	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		<p>where 5 = very clear</p> <p>4 = mostly clear</p> <p>3 = moderately clear</p> <p>2 = mostly unclear</p> <p>1 = not clear at all)</p>			
3.Queries from Eligible Providers and Approved Providers (other than those related to KPI 4 and KPI 11) are satisfactorily resolved in accordance with the Target Service Level	<p>Initial TQ deliverables and development services – paragraph 2</p> <p>TQ Provider approval and monitoring services – paragraph 3</p> <p>TQ Provider support services – paragraph 4</p> <p>Student registration and student entry – paragraph 5</p>	<p>Queries raised by letter and other forms of electronic correspondence: 90% resolved within 10 Working Days; remaining 10% resolved within 15 Working Days; and</p> <p>Queries raised through telephone</p>	Each Contract Month from the Effective Date	Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that closed queries have been satisfactorily resolved.	<p>The required resolution time commences on and from the Working Day on which the relevant query is received by the Supplier</p> <p>Percentage of queries that are resolved in accordance with the applicable Target Service Level</p>

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
	TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9	calls: 90% resolved within 2 Working Days; remaining 10% resolved within 10 Working Days			
4. Formal complaints made about the Services are satisfactorily resolved (i) in accordance with the timescales set out in the Implementation and Delivery Plan ² or (ii) where complaints are received solely by the Department, ESFA or the Authority, within the timescales reasonably required by the Department, ESFA	Initial TQ deliverables and development services – paragraph 2 TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 Student registration and student entry – paragraph 5	100% of formal complaints are resolved within: (i) the relevant timescales detailed in the Implementation and Delivery Plan; or (ii) the timescales specified by the Department, ESFA or the Authority,	Each Contract Month from the Effective Date	Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that complaints have been satisfactorily resolved.	The required resolution time commences on and from the Working Day on which the relevant complaint is received by the Supplier. Percentage of complaints that are satisfactorily resolved within the applicable Target Service Level. Any complaints received solely by the Department, ESFA or

² The Supplier Response should detail the Supplier's proposals for resolving formal complaints.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
or the Authority at the time of notifying the Supplier of such complaints	TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9	(as the case may be).			the Authority, in relation to the Services, shall be deemed to have been received by the Supplier on the date on which the Supplier is notified of the complaint by the Department, ESFA or the Authority.
5.Approved Providers are satisfied with the quality of the Provider Services	TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 Student registration and student entry – paragraph 5 TQ live assessment design and delivery – paragraph 6	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale. The target performance scale will use 2 positive, 2 negative and 1 neutral response. For example (noting that the	During the Summer Term each Academic Year from September 2025	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
	TQ Post-Results Services – paragraph 9	exact wording of the descriptors may vary) (where 5 = very satisfied 4 = satisfied 3 = neither satisfied nor dissatisfied 2 = dissatisfied 1 = very dissatisfied).			
6.A sufficient number of appropriately qualified and trained Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) are available to assess (or Moderate, if	TQ live assessment design and delivery – paragraph 6	100% of appropriately qualified and trained Assessors (and Moderators, if applicable) are available in accordance with the Implementation and Delivery Plan	Each Contract Month from (and including) September 2025	Management Information in relation to Assessor (and Moderator, if applicable) actual recruitment, training, and retention against the details set out in the Implementation and Delivery Plan and	Performance will be measured against the number of Assessors (and Moderators, if applicable) that are envisaged as being trained and available as detailed in the Implementation and Delivery Plan and/or

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
applicable) Student assessment evidence when required in accordance with the Implementation and Delivery and/or the Resource Plan (as the case may be)		and/or the Resource Plan (as the case may be).		Resource Plan (as the case may be).	the Resource Plan (as the case may be).
7. The TQ Live Assessment Materials (as defined in the Service Requirements) are high quality and developed in accordance with the Assessment Strategy	TQ live assessment design and delivery – paragraph 6	Full compliance with parts of both the Assessment Strategy and Implementation Plan that relate to the development of the TQ Live Assessment Materials; and TQ Live Assessment Materials are 100% free of errors that could affect clarity	Each Contract Month from IfATE Approval	Management Information in relation to: (i) progress against and compliance with the relevant part of the Assessment Strategy and Implementation Plan; and (ii) any errors reported in TQ Live Assessment Materials.	Review of Supplier self- reporting Identification of any reported errors in TQ Live Assessment Materials.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		about requirements for Students.			
8. Student assessment evidence is accurately assessed and processed for grading and awarding in accordance with the relevant parts of the Assessment Strategy and the Implementation and Delivery Plan	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	Assessing of Student assessment evidence is conducted in accordance with the relevant parts of the Assessment Strategy; and 100% of Students' assessments are marked and processed in accordance with the relevant parts of the Implementation and Delivery Plan.	Each Contract Month from September 2025 until the end of the Term	Management Information in relation to compliance with the relevant parts of the Assessment Strategy and the relevant parts of the Implementation and Delivery Plan.	Review of Supplier self-reporting.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
9. Grade Standard Exemplification Materials are validated by Employers	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	At least 5 Employers in each relevant Occupational Specialist Component.	In October in each Academic Year following the first grade awarding but in any event no later than from October 2027	Evidence of validation from Employers relevant to the Occupational Specialist Components that validate the Grade Standard Exemplification Materials. The Supplier may use its existing network of Employers, but it must ensure a turnover of Employers each Academic Year. Employers may take part in validation activity for up to two consecutive Academic Years, after which they must not take part in validation activity for a period of one Academic Year. Suppliers may then repeat this cycle, ensuring that Employers do not take part in validation activity for	Validation means that Employers relevant to the Occupational Specialist Components judge that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials. Validation also means that Employers relevant to the Occupational Specialist Components judge that the Grade Standard Exemplification Material on the pass boundary is the type of work Employers would expect to see from an employee, who is of Occupational Entry Competence and that the Grade Standard

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
				<p>more than two consecutive Academic Years.</p> <p>For each Occupational Specialist Component, validations are required from at least two new Employers each Academic Year who did not submit evidence of validation in any previous Academic Year.</p>	<p>Exemplification Material on the distinction boundary, is the type of work that exceeds Employer expectations of what they would expect to see from an employee who is of Occupational Entry Competence, as defined within the assessment strategy as distinction. Review by the Authority of the evidence of Validation from Employers.</p>
10. Student assessment results are submitted to the Authority (or its nominee (as applicable)) by the relevant date(s) set	TQ Grade awarding – paragraph 7 TQ Results – paragraph 8	100% of results are submitted to the Authority (or its nominee) by the date(s) set out in the relevant Key Dates Schedule.	Each Contract Month from September 2025 until the end of the Term	Results have been received by the Authority (or its nominee (as applicable)) in the required format.	Receipt of the results by the relevant date(s) in the relevant Key Dates Schedule.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
out in the Key Dates Schedule					
11. Post-Results Services (excluding the issuing of revised assessment results, which is covered by KPI 10) are delivered in accordance with the relevant part of the Assessment Strategy	TQ Post-Results Services – paragraph 9	100% of the Post- Results Services are carried out and completed in accordance with the relevant part of the Assessment Strategy.	Each Contract Month from (and including) September 2025 until the end of the Term	Management Information in relation to compliance with the relevant part of the Assessment Strategy.	Review of self-reporting.
12. Submission to the Authority of: (i) all Management Information in accordance with the requirements of Service Requirement 9	TQ Provider approval and monitoring services – paragraph 3 Student registration and student entry – paragraph 5 Reporting – paragraph 10	100% for timeliness of the submission of all Management Information and all required (including requested) Products and/or	Each Contract Month from the Effective Date	Management Information and updated versions of the Products and/or other documents referred to in column one and/ or Key Materials and Ancillary Materials are received by	Review of self-reporting.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
<p>in Part 2 of the Service Requirements; and</p> <p>(ii) updated versions of all required Products in accordance with clause 5.5.1(i) and/or paragraph 3 of Schedule 15 (as the case may be); and</p> <p>(iii) where requested by the Authority, updated versions of all requested Products and/or other documents in accordance with clause 5.5.1(ii).</p>		<p>other documents including Key Materials and Ancillary Materials; and</p> <p>100% for completeness of all:</p> <p>(i) Management Information; and</p> <p>(ii) required Products (including requested Products and/ or Key Materials and Ancillary materials).</p>		<p>the Authority by the date required by this Contract.</p> <p>Management Information, updated versions of the Products and/or other documents referred to in column one, Key Materials and Ancillary Materials are accurate and complete and cover all relevant information, Data and reports as specified in the Management Information and reporting requirements.</p> <p>Updated versions of the Products referred to in column one, Key Materials and Ancillary Materials include all relevant updates.</p>	

Schedule 16

Logos and Trademarks – T Level Trade Mark Licence

1 Interpretation

The definitions and rules of interpretation in this paragraph apply in this T Level Trade Mark Licence, in addition to the definitions and rules of interpretation in Schedule 1 to this Contract.

1.1 Definitions:

“Approved Provider” means an Eligible Provider (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) that has been granted Provider Approval (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 of this Contract (*Interaction with Providers*).

“Brand Licensed Material” means any instance of a Brand Licensed Product or Service in material form, including as an electronic copy or any other electronic form, and any promotional or marketing material relating to any Brand Licensed Product or Service;

“Brand Licensed Product or Service” means any products or services listed as such in Appendix 1 (and **“Brand Licensed Products”** and **“Brand Licensed Services”** means such Products or Services respectively;

“Mandatory Marked Material” is material of the type identified in Appendix 1 (and to which the Mark must be applied);

“Mark” means the trade mark(s) set out in Appendix 2, including the listed registrations and applications and any registrations which may be granted pursuant to those applications and the related trade marks, devices and get-ups that may be notified in writing by the Authority to the Supplier from time to time;

“Marked Material” means any Brand Licensed Material or other material in or on which the Mark is used.

2 Grant

- 2.1 The Authority hereby grants to the Supplier a non-exclusive licence to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.2 The Supplier may, subject to the prior written approval of the Authority and paragraph 11, sublicense (without the right to further sublicense) each Approved Provider of the TQ to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.3 Any use of the Mark in accordance with paragraph 2.1 or 2.2 shall be strictly in accordance with the T Level Branding Guidelines and, when using the Mark, the Supplier shall fully comply with, the T Level Branding Guidelines.
- 2.4 Subject to paragraph 2.2, the Supplier shall have no right to sublicense use of the Mark.

3 Application of the Mark

- 3.1 The Supplier shall use the Mark, in accordance with this Schedule, on all Mandatory Marked Materials.
- 3.2 Subject to clause 13.10 (*Intellectual Property Rights*) of the Contract and paragraph 3.3 below, apart from the Mark, no other trade mark or logo may be affixed or used in a manner in which it may be seen to be used as a trade mark or designation of origin in relation to any Brand Licensed Products or Services or in or on any Brand Licensed Materials.
- 3.3 The Supplier may, subject to the prior written agreement of the Authority, authorise each Approved Provider of the TQ sublicensed in accordance with paragraph 2.2 to use the Approved Provider's name, logos, trademarks and/or other signs which refer to the Approved Provider on Brand Licensed Products or Services or Brand Licensed Materials on the same terms as, and subject to compliance with clauses 13.10 and 13.11 (*Intellectual Property Rights*) of the Contract (and clauses 13.10 and 13.11 shall apply *mutatis mutandis* to such Approved Provider).

- 3.4 The Supplier shall procure that the Mark, when used in or on any Brand Licensed Materials, shall be clearly and reasonably prominently identified as a trade mark of the Authority, in such manner as is set out in the T Level Branding Guidelines, or with any other statement as notified by the Authority to the Supplier.
- 3.5 The Supplier shall comply strictly with the directions of the Authority regarding the form and manner of the application of the Mark, including the directions contained in the T Level Branding Guidelines.
- 3.6 The Supplier shall, on written request from the Authority or as otherwise provided in the T Level Branding Guidelines, provide samples of all proposed Marked Materials.
- 3.7 The Supplier shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

4 Title, goodwill and registrations

- 4.1 The Supplier acknowledges that the Authority is the owner of the Mark.
- 4.2 Any goodwill derived from the use by the Supplier of the Mark shall accrue to the Authority. The Authority may, at any time, call for a document confirming the assignment of that goodwill and the Supplier shall immediately execute it.
- 4.3 The Supplier shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Authority, or that may invalidate or jeopardise any registration of the Mark.
- 4.4 The Supplier shall not apply for, or obtain, registration of the Mark in any country for any goods or services.
- 4.5 The Supplier shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark for any goods or services.

5 Quality control

- 5.1 The Supplier shall comply with the specifications and standards relating to the Brand Licensed Products or Services which are specified in the Contract.
- 5.2 The Supplier shall promptly provide the Authority with copies of all communications relating to the Mark with any regulatory, industry or other authority.
- 5.3 The Supplier shall permit, and shall use its best endeavours to obtain permission for, the Authority at all reasonable times and on reasonable notice to enter any place used for the production, storage or distribution of the Marked Materials to inspect the Marked Materials in relation to compliance with this T Level Trade Mark Licence.
- 5.4 Without prejudice to any other rights of the Authority, in the event that the Authority finds that any sample of Marked Materials does not meet the requirements of this T Level Trade Mark Licence, it may give notice to the Supplier, and the Supplier shall take all reasonable steps to correct any deficiency as soon as reasonably practicable (having regard to constraints of the academic timetable).

6 Marketing, advertising and promotion

- 6.1 The Supplier undertakes to ensure that its advertising, marketing and promotion of Brand Licensed Products or Services shall in no way reduce or diminish the reputation, image and prestige of the Mark.

7 Recordal of licence

- 7.1 The Authority may, at its own cost, record the licence granted to it in paragraph 2 in the relevant registries against any registrations and applications for registration of the Marks.
- 7.2 The Supplier shall, at the Authority's request, execute a formal licence in such form and provide such other assistance as may be required for the purpose of such recordal.

8 Protection of the Mark

- 8.1 The Supplier shall immediately notify the Authority in writing giving full particulars if any of the following matters come to its attention:

- 8.1.1 any actual, suspected or threatened infringement of the Mark;
 - 8.1.2 any actual or threatened claim that the Mark is invalid;
 - 8.1.3 any actual or threatened opposition to the Mark;
 - 8.1.4 any claim made or threatened that use of the Mark infringes the rights of any third party;
 - 8.1.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Supplier under this T Level Trade Mark Licence; or
 - 8.1.6 any other form of attack, charge or claim to which the Mark may be subject.
- 8.2 In respect of any of the matters listed in paragraph 8.1:
- 8.2.1 the Authority shall, in its absolute discretion, decide what action if any to take;
 - 8.2.2 the Authority shall have exclusive control over, and conduct of, all claims and proceedings;
 - 8.2.3 the Supplier shall not make any admissions other than to the Authority and shall provide the Authority with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - 8.2.4 the Authority shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- 8.4 Nothing in this T Level Trade Mark Licence shall constitute any representation or warranty that:
- 8.4.1 any registration comprised in the Mark is valid;

8.4.2 any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or

8.4.3 the exercise by the Supplier of rights granted under this T Level Trade Mark Licence will not infringe the rights of any person.

9 Liability, indemnity and insurance

9.1 Nothing in this paragraph shall impose or create any liability of the Supplier to the Authority for use in England of the Mark on or in respect of Mandatory Marked Materials in accordance with the terms of this T Level Trade Mark Licence.

9.2 To the fullest extent permitted by law, the Authority shall not be liable to the Supplier for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other loss of profits, business or goodwill) arising from the Supplier's exercise of the rights granted to it under this T Level Trade Mark Licence.

9.3 Save as provided in paragraph 9.1, the Supplier indemnifies the Authority against all Loss to the Authority arising out of or in connection with the Supplier's exercise of its rights granted under this T Level Trade Mark Licence, including any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith, other than where any such Loss and/or claim arises exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

10 Additional Supplier obligations

10.1 The Supplier shall:

10.1.1 only make use of the Mark for the purposes authorised in this T Level Trade Mark Licence; and

10.1.2 comply with all regulations and practices in force or use in any territory to safeguard the Authority's rights in the Mark.

10.2 The Supplier shall not, nor directly or indirectly assist any other person to:

10.2.1 use the Mark except as permitted under this T Level Trade Mark Licence;
or

10.2.2 do or omit to do anything to diminish the rights of the Authority in the Mark or impair any registration of the Mark.

10.3 The Supplier acknowledges and agrees that the exercise of the licence granted to the Supplier under this T Level Trade Mark Licence is subject to all applicable laws, enactments, regulations and other similar instruments in any territory, and the Supplier understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

11 Sub-licensing

11.1 The Supplier shall have the right to grant to Approved Providers a sub-licence of any of its rights under this T Level Trade Mark Licence provided that:

11.1.1 the Supplier shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this T Level Trade Mark Licence (except that the sub-licensee shall not have the right to sub-license its rights) and the Supplier shall provide the Authority with a copy of the sub-licence on request and the Authority may require that any such sublicense includes the Authority as a party, and that the Authority is entitled to enforce its terms;

11.1.2 all sub-licences granted shall terminate automatically on termination or expiry of this T Level Trade Mark Licence; and

11.1.3 the Supplier shall be liable for all acts and omissions of any sub-licensee in relation to such sub-licence and indemnifies the Authority against all Losses incurred or suffered by the Authority, or for which the Authority may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee in relation to such sub-licence, other than to the extent any such Losses arise exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

12 Duration and termination

12.1 This T Level Trade Mark Licence shall commence on the Effective Date and shall continue for the Term.

12.2 Without affecting any other right or remedy available to it under this T Level Trade Mark Licence or the Contract, the Authority may terminate this T Level Trade Mark Licence in respect of any Brand Licensed Product or Service with immediate effect by giving notice to the Supplier if:

12.2.1 the Supplier commits a material breach of any term of this T Level Trade Mark Licence in respect of such Brand Licensed Product or Service which breach is irremediable, or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;

12.2.2 the Supplier repeatedly breaches any of the terms of this T Level Trade Mark Licence in respect of relevant Brand Licensed Products or Services or Brand Licensed Materials in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this T Level Trade Mark Licence; or

12.2.3 the Supplier challenges the validity of the Mark.

For the purposes of paragraph 12.2.1, **material breach** means a breach that is serious in the widest sense or of any of the obligations set out in paragraphs 3, 4.3, 4.4, 4.5, 5, 6.1, 10.1 or 11.1. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13 Consequences of termination

13.1 On expiry or termination of this T Level Trade Mark Licence for any reason and subject to any express provisions set out elsewhere in this T Level Trade Mark Licence:

13.1.1 all rights and licences granted pursuant to this T Level Trade Mark Licence shall cease;

13.1.2 the Supplier shall cease all use of the Mark save as set out in this paragraph 13;

13.1.3 the Supplier shall co-operate with the Authority in the cancellation of any licences registered pursuant to this T Level Trade Mark Licence and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;

- 13.1.4 the Supplier shall promptly deliver up to the Authority (or at the Authority's option, destroy) at the Supplier's expense all copies of promotional material which is Marked Material or otherwise bears any Mark as a designation of origin; and
 - 13.1.5 any provision of this T Level Trade Mark Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this T Level Trade Mark Licence shall remain in full force and effect.
- 13.2 Termination or expiry of this T Level Trade Mark Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the T Level Trade Mark Licence which existed at or before the date of termination or expiry.

Schedule 16 Appendix 1

Brand Licensed Products or Services

Those products and services identified as such in the T Level Branding Guidelines.

Mandatory Marked Materials

All Key Materials and such other materials as are identified as such in the T Level Branding Guidelines.

T Level Branding Guidelines

(November 2023)

T Level Branding Guidelines

1 Introduction

- 1.1 T Levels are high-quality technical qualifications for 16 to 19-year olds which are approved and managed by the Institute for Apprenticeships and Technical Education (IfATE). The T Level brand has been devised to ensure that Government, Awarding Organisations, Employers, Suppliers, Providers (schools and colleges), Students, and others involved with the qualification, support and promote T Levels in a positive manner that inspires confidence.
- 1.2 IfATE's T Level Branding Guidelines, including supporting annexes (the 'Guidelines') are essential reference material for all Suppliers responsible for the delivery of the Technical Qualification (TQ) component of the T Level qualification.
- 1.3 For simplicity, the registered trade marks associated with the T Level brand are referred to in the Guidelines as the 'T Level Marks' and are as follows:
- ❖ The word 'T Level';
 - ❖ The Department for Education's (DfE's) 'T Level' logo (in black);
 - ❖ IfATE's name and accompanying flower logo (in blue and black as detailed within the IfATE brand guide); and
 - ❖ the respective Supplier's corporate name and logo.
- 1.4 These Guidelines set out essential information as to how the T Levels Marks should be used in: a) TQ materials and b) other T Level communications including for marketing, advertising and promotional purposes.
- 1.5 These Guidelines are subject to reasonable development. They adopt many of the general principles which apply in relation to good branding practice, and where they are developed further IfATE intends that they will, in terms of general principles, be similar in many respects to commonly used branding guidelines.

2 General principles for use of the T Level Marks

- 2.1 When using the T Level Marks, Suppliers (and any other authorised users, such as Providers) must comply with these Guidelines (in addition to any other requirements of the TQ Contract and the IfATE brand guide).
- 2.2 The T Level Marks must be used by Suppliers on the front/landing/home page **only** of all Mandatory Marked Materials, key TQ documents and supporting resources (unless otherwise agreed by IfATE), in accordance with and in the form set out at **Annex 1**.
- 2.3 Nothing in these Guidelines is intended to restrict the use of the text mark 'T Level' where that use is necessary to indicate the intended purpose of a product or service and is in accordance with honest practices in industrial or commercial matters. (This does not apply, unless authorised and used in accordance with these Guidelines, to the use of the T Level logo.)
- 2.4 By way of example, use to describe the relevance or purpose of a text book or support materials for a specific technical education qualification forming part of a T Level is generally acceptable, but any such use which is liable to confuse third parties as to whether the relevant T Level is approved, managed or otherwise controlled by a party other than IfATE, or that the text book or support materials are endorsed and/or approved by IfATE would not be acceptable.
- 2.5 The Secretary of State for Education, or IfATE under delegation by the Secretary of State for Education, shall have the exclusive power to issue certificates of award and statements of achievement (and equivalent documents, excluding a breakdown of attainment) within the T Level Programme. It is intended that such documents will include the Supplier's name but not the Supplier's logo.
- 2.6 Suppliers must not issue any document bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement' or its substantial equivalent to which, or in respect of which, any T Level Mark is applied or used, or otherwise apply the T Level Marks to, or create an association with any T Level or TQ with any document or material bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement'" or its substantial equivalent.
- 2.7 Suppliers must use the T Level Marks on all *Mandatory Marked Materials* used in the operational delivery of the TQ. The documents classified as *Mandatory Marked Materials* are listed in **Annex 2**.

- 2.8 *Mandatory Marked Materials* should include a descriptive qualification name, as determined and/or mutually agreed by IfATE and the Supplier, in line with the TQ Contract and these Guidelines e.g. [technical qualification] in x [Pathway]”.
- 2.9 Suppliers must ensure that it is clear that any T Level, or qualification associated with a T Level (such as the TQ), is a qualification approved and managed by IfATE. T Level Marks must not be used on any materials which relate to a T Level or TQ which has been wholly or partly superseded, unless the material is equally prominently identified as such.
- 2.10 Suppliers must, on request from IfATE, submit copies of any material where their name or branding, or any other trade marks or branding are used and/or in association with a T Level or a TQ.
- 2.11 Suppliers must not promote that, or give the impression that, any of its other qualifications - similar or equivalent – are linked to the TQ or T Level qualification i.e. other Level 2, 3 or 4 qualifications.

3 Intellectual Property Rights (IPR) and the TQ Contract

- 3.1 Full details of Suppliers’ rights and responsibilities in respect of IPR are set out in the TQ Contract, and Suppliers should pay particularly close attention to clause 13 Intellectual Property Rights; Schedule 14 Form of Assignment and License; and Schedule 16 Logos and Trademarks – T Level Trade Mark Licence.
- 3.2 Providers engaged with the T Level qualification may use the T Level Marks but it is the responsibility of Suppliers to ensure that they comply with these Guidelines and the TQ Contract.
- 3.3 Suppliers should note that the T Level Marks are registered trade marks; any breach could lead to an action for trade mark infringement (as well as other consequences under the TQ Contract).

4 Advertising, marketing and promotion

- 4.1 Suppliers must ensure that any advertising, marketing and promotion products or services i.e. those activities outside the scope of the core TQ delivery component, do not undermine or diminish the reputation, image and prestige of the T Level Marks when used in any such aforementioned activity e.g. media advertising.

- 4.2 Suppliers may use the T Level Marks in relation to *Brand Licensed Products or Services* set out in **Annex 3**, in accordance with (and subject to) the terms of the TQ Contract and these Guidelines.
- 4.3 Suppliers must not give the impression that their visual identity is being used as a distinct brand, trade mark or designation of origin for any materials, including for activity defined as *Brand Licensed Products or Services*.

5 Style, positioning and form of T Level Marks

- 5.1 Suppliers must ensure that, except for the T Level Marks, no other trade marks, logos, banners or graphics are to be presented and/or affixed to any materials which relate to a T Level or TQ.

T Level Marks on TQ Materials

- 5.2 The T Level Marks should be included on the front page only of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.
- 5.3 The T Level Marks should be acknowledged on the final page of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.

T Level Marks on other T Level communications (including for marketing, advertising and promotional purposes)

Positioning/Layout:

- 5.4 T Level Marks may be represented in the form of a logo or graphic image ("**Logo Mark**"); or as an isolated word mark ("**Isolated Word Mark**"); or as a text or word mark¹ used within relevant text ("**Text Mark**") as described below. There are some common requirements in relation to each type of use (sections 6 to 8 - "No mixing", "Prominence" and "Acknowledgements") and some requirements which differ depending on the form in which Suppliers plan to use the mark (set out below).
- 5.5 Use of the word mark may also be made in oral form. The same principles should, so far as practicable, apply to oral use of any T Level Marks i.e. if appropriate, the respective changes being proposed are applied consistently.
- 5.6 Where it is used otherwise than in text form, the form in which the Supplier reproduces the logo or graphic should conform precisely to the logo and graphic forms designated by IfATE.

¹ Text form includes in spoken text

5.7 **Logo Mark:**

- Suppliers must use the Logo Mark in precisely the form and subject to any requirements set out in **Annex 1**;
- Suppliers must not change the colours, or skew, stretch or angle the logo, or distort, add a border or otherwise alter the logo in any way;
- Suppliers must ensure that the logos are always clearly separate from any other material, and in particular that it has a clear space surrounding the logos, as illustrated, specified or referenced at **Annex 1**.
- Suppliers must not resize the logo, unless resizing is permitted in accordance with these Guidelines.

5.8 **Isolated Word Mark**

- Suppliers must use the fonts and size ranges of font set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must use only the colours and weights set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must not use underlining;
- The words should have initial capitalisation (only) and no other punctuation etc. “T Level” is acceptable; “T LEVEL”, “T level” or T-Level” are not acceptable; and
- Suppliers must not use the Isolated Word Mark as a watermark.

5.9 **Text Mark:**

- Suppliers must use the Text Mark in the same font as the surrounding text; and
- Suppliers must acknowledge its first use in the text as noted under paragraph 5.15 (Acknowledgement) of these Guidelines.

No mixing/combination/background use

- 5.10 Suppliers must ensure that the T Level Marks are always clearly separate from any other trade mark or name used in the same document. In particular:

- Suppliers must not use their trade mark mixed or combined with any other trade mark or name such that they could be seen or understood to be part of a single trade mark. For example, “the Mrs Blogs [Supplier] T Level” would not be acceptable use; and
- Suppliers must not combine a T Level Mark into a single logo or something which might be seen to be or have a unitary character. For example:



- The T Level Mark and a Supplier’s mark should not be combined into a single logo or something which might be seen to be or have a unitary character. For example:



- There should always be a clear separation between the T Level Mark and any other mark used by Suppliers or on any documents, and, when used as a logo or graphic, Suppliers should take account of any requirements for separation set out in these Guidelines.

5.11 Any use of a name given to the qualification element of a T Level (including any use of “TQ” as a reference to part of a T Level) should also only be such that it is always a clearly separate mark or name from any other trade mark or name used in the same document with any other trade mark or trade name.

5.12 Suppliers must not place a T Level Mark against a background colour, pattern or picture except as specified below:

- as set out in or referenced in **Annex 1** or as otherwise agreed in writing by IfATE or specified in these Guidelines; or
- with imagery which is of a purely illustrative character, and does not suggest any other source or business connection, and is appropriate to the context and brand identity, and allows the entire mark to be clearly visible more prominently than such imagery, and complies with any other limitations notified by IfATE in writing from time to time,

and in any event any imagery must be consistent with the overall brand identity and values of the T Level Marks and the T Level Programme, and not be liable to bring the T Level Marks or the T Level Programme into disrepute.

Prominence

- 5.13 Where Suppliers use the T Level Marks on material which carries other branding in conjunction with or in the same part of the material, the T Level Marks should be given at least equal prominence with the other branding. For example:
- it should appear in script of at least the same font size as the script of any Supplier's trade mark, and where Suppliers use a logo covering at least the same overall surface area;
 - the style used for the other mark should not lead to it being more prominent than the style used for the T Level Mark;
 - the colouring used for the other mark should not draw more attention to it than the T Level Mark; and
 - it should appear in at least as prominent a position.
- 5.14 Typically, use of one T Level Mark will not be regarded as 'in conjunction' with another mark when they are in separate distinct parts of the document, including for example, use of a Supplier's letter head (one part) and use of the T Level Mark in the body of the letter (a separate part).

Acknowledgement

- 5.15 Subject to paragraph 5.16 of these Guidelines, where the T Level Marks are used in any document, Suppliers should place in the document reasonably prominently (so that it would reasonably be expected to come to the attention of the reader or addressee of the document) an acknowledgement that IfATE's name and logo are registered trade marks of IfATE. For example:
- where the T Level Mark is used in the title or opening description of the document or in a manner intended to show that the document relates to a T Level or a TQ, by using a referenced footnote acknowledging that 'T Level is a registered trade mark of The Institute for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for Apprenticeships and Technical Education';

- where it is used in the text of a document, the first time it appears it should include a referenced footnote acknowledging that the '[Mark] is a registered trade mark of The Institute for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for Apprenticeships and Technical Education';
- in each case the referenced footnote should, where practicable, appear in the same visual field as the use of the T Level Marks, or in other cases, where such notice would otherwise commonly be placed. For example, on the rear of a single page which is printed on both sides, on the rear of the front page of a booklet, or on the rear of the last page of a booklet; and
- where a Supplier's or a Provider's name or branding is also used in the document, the referenced footnote should also make clear that the T Level is a qualification approved and managed by IfATE, and that the Supplier is currently authorised by IfATE to develop and deliver the qualification (and/or that the Provider offers or provides courses for part of the T Level, which is a qualification approved and managed by IfATE), as appropriate.

5.16 Where a reference is made to T Level in any document indirectly (for example with a description which is evidently a reference to a T Level or the TQ) in association with a Supplier (whether using a Supplier's name or otherwise), the document should make clear that the T Level and a TQ is a qualification approved and managed by IfATE.

5.17 No further acknowledgement is necessary where the use of the T Level Marks or a reference to a T Level or TQ is in a document, other than those materials/document listed in **Annex 2** of these Guidelines. To illustrate: such use is in word form (as part of the text²) of the document and would clearly be understood by addressees and readers as being a reference to the T Level or, as appropriate and reference has been to the fact that the TQ is approved and managed by IfATE and it is not being suggested otherwise: it has been made clear that the role of the Supplier is focused on developing and/or delivering the TQ component of the T Level and it has a relationship with IfATE.

Illustrations

The approach may be adjusted sensibly for the particular materials and circumstances of use. For example:

5.18 On promotional documentation intended for Providers, where it might be expected that a high level of prominence would be given to a Supplier's name or branding (for example in large

² including spoken text in the case of spoken material

script), or on explanatory documentation intended for Providers, the use of T Level (and T Level Marks, including text marks) should be given equal prominence. In a referenced footnote should appear on the reverse of the first page (for example with other similar notices, such as copyright notices, but no less prominently than those notices);

- 5.19 For promotional and explanatory documentation aimed at students or employers, the use of T Level should be given equal prominence; and a clear note should appear on the same page in the same visual field that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.20 For assessment or examination papers (for single use) relating to materials for examiners, a reasonably prominent note should appear at the bottom of the first page that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.21 For sample papers which may be re-used, there should in addition be a note that T Level is a registered trade mark of IfATE; and
- 5.22 For any supplementary materials (such as text books and learning aids), other than those materials/ documents listed in Annex 2, there should be a clear reasonably prominent explanation that the material is designed for use with the relevant T Level; including the date of the T Level, and that the T Level is a qualification approved and managed by IfATE, and that the T Level is a registered trade mark of IfATE used by a Supplier (or other source) with the authority of IfATE.

Providers (Schools and Colleges)

- 5.23 Suppliers are responsible for ensuring that:
- each Provider complies with these marking requirements, as they apply to use of a Supplier's name or branding and equally, to any permitted use of the Provider's name or branding in association with the T Level Mark; and
 - any use by a Provider of the T Level Mark is clearly a reference to a T Level approved and managed by IfATE.

6 Inspection and Approval

- 6.1 Suppliers must permit IfATE to inspect on reasonable request and on reasonable notice any materials bearing or intended to bear a T Level Mark, for the purposes of ascertaining compliance with these Guidelines.
- 6.2 Where IfATE determines (acting reasonably) that it appears that there is a non-compliance with these Guidelines, Suppliers must consult with IfATE on how such non-compliance may be remedied, taking into account both the seriousness of the non-compliance, including how the relevant material does not comply, what the potential impact may be (bearing in mind the volumes of material in question and the audience for those materials) and the potential impact of remedial steps, with a view to reaching fair and reasonable consensus on remedial action (which may range from taking steps in relation to future materials to the withdrawal and reissue of current materials).
- 6.3 In the event that no consensus can be reached, the disagreement or difference will be subject to the Dispute Resolution Procedure.

7 Amendments to the Guidelines

- 7.1 IfATE may amend these Guidelines from time to time, in a manner consistent with the general principles (Section 2).
- 7.2 IfATE will notify Suppliers of any changes together with the date on which such amendments are to take effect.
- 7.3 IfATE will take reasonable account of Suppliers' comments or concerns in relation to any amendments and the timetable for implementation, and Suppliers agree to act reasonably to seek a consensus. In the absence of consensus the disagreement or difference may be referred by Suppliers or IfATE to be resolved under the Dispute Resolution Procedure, as set out in Annex 4.

Annex 1 (a): T Level Marks on Mandatory Marked TQ materials

Front page



*to be placed top right within the header

Supplier logo]**

**to be placed bottom right within the footer

Final page

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‘T-LEVELS’ is a registered trade mark of the Department for Education.

‘T Level’ is a registered trade mark of the Institute for Apprenticeships and Technical Education.

‘Institute for Apprenticeships & Technical Education’ and logo are registered trade marks of the Institute for Apprenticeships and Technical Education.

The T Level Technical Qualification is a qualification approved and managed by the Institute for Apprenticeships and Technical Education.

[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

[‘MARK’] is a registered trade mark of [SUPPLIER].

Annex 1 (b): T Level Marks on Marked TQ materials

Front page

T-LEVELS*

*to be placed top right within the header

[Supplier logo]**

**to be placed bottom right within the footer

Final page

Copyright in this document belongs to, and is used under licence from, [SUPPLIER], © 20XX.

‘T-LEVELS’ is a registered trade mark of the Department for Education.

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The T Level Technical Qualification is a qualification approved and managed by the Institute for Apprenticeships and Technical Education.

[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

[‘MARK’] is a registered trade mark of [SUPPLIER].

Annex 2: Mandatory Marked Materials

Key Materials

- a) specifications of content for each TQ including core and all specialist components;
- b) assessment guidelines (for Providers);
- c) quality assurance requirements (for Providers);
- d) specimen assessment materials;
- e) standards exemplification materials;
- f) updates or redevelopments of specifications of content;
- g) updates and redevelopments of any Key Materials; and
- h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall **not** include support Materials, insofar as they are not part of any of the expressly included items listed above;

Ancillary Materials

- a) Assessment Strategy;

Annex 3: Brand Licensed Products and Services

Marketing materials relating to T Levels

Suppliers will be expected to adhere to the form of branding as set out in Annex 1 wherever reasonably practicable.

Annex 4: Dispute Resolution Procedure

Definitions³

“Dispute” means any claim, dispute or difference which arises out of or in connection with these Guidelines or in connection with the existence, legal validity or enforceability of these Guidelines, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

“Style” means any matter set out in or referred to in paragraph 5 of the Guidelines.

“Dispute Resolution Procedure” means the dispute resolution procedure set out in paragraphs 1.1 to 1.5.

1 Resolving disputes

1.1 Where a Dispute (not being a Dispute arising solely in respect of Style):

1.1.1 arises solely between IfATE and a Supplier, the dispute resolution procedure set out in clause 37 of the Supplier’s Contract shall apply and the provisions of this Dispute Resolution Procedure shall not apply; or

1.1.2 relates to or is in connection with a dispute that is progressing under the Supplier’s Contract, the parties agree to be bound by the decision that is reached in accordance with the dispute resolution procedure set out in clause 37 of the Supplier’s Contract in respect of the dispute under the Supplier’s Contract, provided always that IfATE and/or the Supplier (as the case may be) have taken into account all reasonable comments and/or submissions of any third party who is a party to, or connected with, the Dispute.

1.2 Where the Dispute is one to which the circumstances described in paragraph 1.1 do not apply:

1.2.1 and the Dispute remains unresolved, the relevant parties connected with the Dispute shall procure that nominated senior representatives of each such party who have authority to settle the Dispute will, within 28 days of a written request from another connected party, meet in good faith to resolve the Dispute; and

1.2.2 if the Dispute is not resolved at that meeting, the relevant parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the relevant parties

cannot agree on a mediator, the mediator with experience in trade mark law will be nominated by CEDR. If a relevant party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute:

- (i) the Dispute (other than a Dispute relating to Style) must be resolved using paragraphs 1.3 to 1.5; or
- (ii) a Dispute relating to Style must be resolved using paragraph 1.6.

1.3 Unless IfATE refers the Dispute (other than a Dispute relating to Style) to arbitration using paragraph 1.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction (other than in relation to a Dispute relating to Style) to:

1.3.1 determine the Dispute; and/or

1.3.2 grant interim remedies, or any other provisional or protective relief.

1.4 The parties agree that IfATE has the exclusive right to refer any Dispute (other than a Dispute relating to Style) to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

1.5 IfATE has the right to refer a Dispute (other than a Dispute relating to Style) to arbitration even if a party has started or has attempted to start court proceedings under paragraph 1.3, unless IfATE has agreed to the court proceedings or participated in them. Even if court proceedings have started, the relevant party must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under paragraph 1.4.

1.6 If the Dispute is one which relates to Style, IfATE's decision will be final.

Schedule 16 Appendix 2

Mark

T Level

Registered trade mark(s) and applications³

Country	Mark	App or regn no	Date of app or regn	Classes	Specification
UK	T Level (word)	UK00003318112	15 June 2018	9, 16, 41	<p>Class 9: Electronic apparatus and instruments for testing, examination and assessment purposes; computer software, hardware and firmware for the provision of examination and assessments including software for operation over computer networks or by remote computer access; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p>

³ To be updated as required based on trade mark application position at the Effective Date.

					Class 41: Issuing of educational awards; awarding of educational certificates; educational assessment services; provision of examination, testing and assessment services; provision of examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid; all of the aforesaid relating to the provision of education, teaching, training and/or assessment.
EU	T Level (word)	017999579	13 December 2018	9, 16, 41	Class 9: Educational, teaching, instruction or research apparatus and instruments; electronic apparatus and instruments for teaching, instruction, training, research, education, testing, examination and assessment purposes; media bearing electronic publications and data; electronic publications; electronic publications (downloadable) provided online from a database or the Internet; downloadable text and information provided electronically, by online delivery, by way of the

					<p>Internet or world wide web; electronic database; audio visual teaching apparatus; films and video films; computer software, hardware and firmware; computer software, hardware and firmware for the provision of teaching, instruction, training, research, education, testing, examination and assessments including software for operation over computer networks or by remote computer access; educational software; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Printed publications; educational publications; printed matter; educational materials; examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; books; magazines; publications; textbooks; exercise books and notebooks; catalogues, handbooks and manuals; study guides; instructional or teaching materials; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 41: Education services; teaching services; publication services; educational publication services; publication of printed matter relating to education; issuing of educational awards; awarding of educational certificates; electronic publication; publication of printed matter; educational assessment services; provision of training, teaching,</p>
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					<p>academic, education, instruction, examination, testing and assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of electronic texts, books, textbooks, brochures, syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment, education, training and awards; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid services; all of the aforesaid relating to the provision of education, teaching, training and/or assessment services.</p>
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Schedule 17

Provider Contract requirements

1 Provider Contract

1.1 This Schedule sets out the requirements that Provider Contracts must meet.

1.2 Provider Contracts must:

1.2.1 be in writing, enforceable, and on terms that are fair and reasonable;

1.2.2 set out all the requirements with which the Approved Provider must comply in order to continue to deliver the TQ;

1.2.3 establish a sanctions policy to be applied in the event that the Approved Provider fails to comply with the requirements in the Provider Contract;

1.2.4 require the Approved Provider to:

- (i) take all reasonable steps to ensure that the Supplier is able to comply with its Conditions of Recognition;
- (ii) retain a workforce of appropriate size and competence to undertake the delivery of the TQ as required by the Supplier;
- (iii) have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the TQ as required by the Supplier;
- (iv) undertake the delivery of the qualification required by the awarding organisation in accordance with the Equality Act 2010, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect; and
- (v) operate a complaints handling procedure or appeals process for the benefit of Students;

- 1.2.5 where, in accordance with the Approved Assessment Strategy an Approved Provider is permitted to carry out or procure the carrying out of marking of Student assessment evidence, set out details for carrying out Moderation;
- 1.2.6 not materially depart from any relevant industry standards and common education sector practices;
- 1.2.7 be materially consistent across all Approved Providers in respect of the provision of the Provider Services and, in particular, shall not discriminate against any particular types, sizes or geographical locations of Approved Providers in connection with the provision of any Provider Services;
- 1.2.8 include appropriate GDPR provisions: where the Supplier, in fulfilling its obligations under this Contract, is acting as a Processor on behalf of an Approved Provider, the Provider Contract will include provisions to ensure that any personal data (as defined in the GDPR) that is Processed by the Supplier in relation to the Provider Services is Processed in accordance with Data Protection Legislation;
- 1.2.9 be consistent with, and to the extent necessary allow for, any information, document and data sharing requirements contained within this Contract (to include any information, documents and data that must be provided by the Supplier to the Authority and/or any third party and any information, documents and data requested by Ofqual);
- 1.2.10 require the Approved Provider to assist the Supplier in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions;
- 1.2.11 allow Approved Providers to purchase Provider Services on an “as and when needed” basis without any minimum or maximum volume commitments (including in relation to the number of Students);
- 1.2.12 require Approved Providers to register all Students on a TQ by the end of November or within such other timescales as are required by the Key Dates Schedule for the relevant Academic Year and pay that part of the Fees

referred to in limb (a) of the definition of Fees within 30 days of such registration and provide that, if a Student terminates their study of the TQ before the end of the following January in the same Academic Year, the Supplier must provide a full refund of such Fees (relating to such Student) to the Approved Provider (for the avoidance of doubt, if the Student terminates their study of the TQ after the end of the following January in the same Academic Year, the Supplier is not obliged to give a refund);

- 1.2.13 include detailed provisions relating to the Approved Provider's role in quality assurance, such provisions shall give effect to the requirements of the Approved Provider's Quality Assurance Process;
- 1.2.14 require Approved Providers to provide advice and guidance to Students (including any Student no longer enrolled with the Approved Provider) in relation to making enquiries about results (and any further steps that may be taken following such an enquiry (including those contemplated by the Additional Services)) and where such Student reasonably requests the Approved Provider (whether directly or indirectly) to request the provision of an Additional Service, require the Approved Provider to request the provision of such Additional Service from the Supplier;
- 1.2.15 require Approved Providers to seek written approval from the Supplier before permitting a third party (for example training providers or satellite centres) to deliver any part of the TQ, including its assessments, and requires the Approved Providers to agree in writing to the Supplier's requirements before the Supplier approves the use of a third party;
- 1.2.16 place responsibility on the Approved Provider to monitor whether any third party involved with the delivery and assessment of the TQ on its behalf has appropriate capacity and capability; and
- 1.2.17 specify a process to be followed in any withdrawal of the Approved Provider (whether voluntary or not) from its role in delivering the TQ and require Approved Providers to take all reasonable steps to protect the interests of Students in the case of such a withdrawal.

1.3 Provider Contracts must not:

- 1.3.1 include terms in connection with Provider Services that are not strictly necessary for the provision of the relevant Provider Services and/or which are materially inconsistent with any of the Supplier's obligations under this Contract;
- 1.3.2 make the provision of the Provider Services contingent on the take up of any further qualifications or services by the Approved Provider;
- 1.3.3 require the Approved Provider to make any payments other than the Fees (e.g. for the avoidance of doubt, Provider Contracts shall not require any fees to be paid by the Approved Provider (or an Eligible Provider) for Provider Approval in relation to a TQ);
- 1.3.4 offer any discounts to the Fees; and/or
- 1.3.5 include provisions that are materially more onerous than any comparable provisions in this Contract.

1.4 The Supplier shall not offer to any Approved Provider any rebate, discount or other incentive in relation to services outside the Provider Services (whether or not in the Provider Contract) which is contingent on or linked to the Approved Provider entering into the Provider Contract and/or registering Students for the TQ.

Schedule 18

Commercially Sensitive Information

The content for this Schedule is contained in a separate file at:

S18_GEN2W1_DBS_Commercially_Sensitive_Confidential_Information

Attachment 9: Commercially Sensitive Information and/or Confidential Information

- 1 All the information that the Authority supplies (to the Potential Supplier or otherwise) as part of this Procurement shall be treated as confidential information under paragraph 12 of the Terms of Participation.
- 2
 - a. During this Procurement, the Potential Supplier considers that the type of information listed in Table 1 below contained in its response to the ITT is 'Confidential Information'.
 - b. From the Effective Date of the Contract, the Potential Supplier considers that the type of information listed in Table 3 below contained in its response to the ITT shall be 'Confidential Information'.
- 3
 - a. During this Procurement, the Potential Supplier considers that the type of information listed in Table 2 below contained in its response to the ITT is not Confidential Information but is 'Commercially Sensitive Information'.
 - b. From the Effective Date of the Contract, the Potential Supplier considers that the type of information listed in Table 4 below contained in its response to the ITT is not Confidential Information but is 'Commercially Sensitive Information'.
- 4 The Potential Supplier must complete each Table fully and give full, valid and justifiable reasons for including any information in the Tables below. The Authority cannot accept any broad attempt to class all, or any broad categories of, information as either 'Confidential Information' or 'Commercially Sensitive Information' and may discard a Potential Supplier's attempts to classify information in this way.
- 5 The information supplied in this Attachment 9 shall be used to populate Schedule 18 of the Contract.
- 6 Potential Suppliers are reminded that notwithstanding the inclusion of any information in Table 1, Table 2, Table 3 and/or Table 4 below, the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with FoIA and/or the EIRs.

Schedule 19

Required Insurances

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.2 loss of or damage to property,

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services under this Contract.

3 Limit of indemnity

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £5,000,000 in the aggregate per annum in respect of products and pollution liability.

4 Territorial limits

United Kingdom.

5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing for the Term.

6 Cover features and extensions

Indemnity to principals clause.

7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8 Maximum deductible threshold

Not to exceed £10,000 for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 13) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3 Limit of indemnity

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial Limits

United Kingdom

5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) for the Term; and (b) for a period of 6 years thereafter.

6 Cover features and extensions

Retroactive cover to apply to any "claims made policy wording" in respect of this Contract or retroactive date to be no later than the Effective Date.

7 Principal exclusions

7.1 War and related perils

7.2 Nuclear and radioactive risks

8 Maximum deductible threshold

Not to exceed £10,000 for each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Schedule 20

Authorised Representatives

The content for this Annex is contained in a separate file at:

S20_GEN2W1_DBS_Authorised_Representatives

Schedule 20
Authorised Representatives

Authority Authorised Representative

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Postal Address:	Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT
[REDACTED]	[REDACTED]

Supplier Authorised Representative

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Postal Address:	Pearson Education Ltd 80 Strand London WC2R 0RL
[REDACTED]	[REDACTED]

Schedule 21

Staff Transfer

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Former Supplier” means the Awarding Organisation that is operating or operated the T Level technical education qualification under the Original Contract;

“Notified Sub-contractor” means a Sub-contractor to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Replacement Sub-contractor” means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“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;

“Service Transfer” means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

“Service Transfer Date” means the date of a Service Transfer;

“Staffing Information” means in relation to all persons identified on the Supplier’s Provisional Supplier Personnel List or Supplier’s Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information” as such term is defined in regulation 11 of TUPE;

“Supplier’s Final Supplier Personnel List” means a list provided by the Supplier of all Supplier Personnel who will transfer under TUPE on the Service Transfer Date;

“Supplier’s Provisional Supplier Personnel List” means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

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

“Transferring Supplier Employees” means those employees of the Supplier and/or the Supplier’s Sub-contractors to whom TUPE will apply on the Service Transfer Date.

2. Interpretation

- 2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

Transferring Former Supplier Employees at Commencement of Services

3. Relevant Transfers

- 3.1 The Authority and the Supplier agree that:

3.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

3.1.2 as a result of the operation of TUPE, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10 of TUPE) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

- 3.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect

of all the Transferring Former Supplier 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, national insurance contributions 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 Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

4. Former Supplier Indemnities

4.1 Subject to Paragraph 4.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

4.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

4.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

4.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier 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

- (b) in relation to any employee who is not a Transferring Former Supplier 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 Supplier to the Supplier and/or any Notified 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;
- 4.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 4.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Contract and/or TUPE; and
- 4.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of TUPE.
- 4.2 The indemnities in Paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 4.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or

- 4.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under TUPE.
- 4.3 If any person who is not identified as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to TUPE then:
- 4.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
- 4.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 4.4 If an offer referred to in Paragraph 4.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 4.5 If by the end of the 15 Working Day period specified in Paragraph 4.3.2:
- 4.5.1 no such offer of employment has been made;
- 4.5.2 such offer has been made but not accepted; or
- 4.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 4.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 4.3 to 4.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former

Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 4.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.7 The indemnity in Paragraph 4.6:

4.7.1 shall not apply to:

- (a) any claim for:
- (b) 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
- (c) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- (d) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
- (e) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

4.7.2 shall apply only where the notification referred to in Paragraph 4.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Relevant Transfer Date.

4.8 If any such person as is described in Paragraph 4.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 4.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under the Law.

5. Supplier Indemnities and Obligations

- 5.1 Subject to Paragraph 5.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
- 5.1.1 any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - 5.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - 5.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier 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;
 - 5.1.4 any proposal by the Supplier 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 Supplier Employees to their material detriment on or after their transfer to the Supplier 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 Supplier 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;
 - 5.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee

before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;

- 5.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier 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
 - (b) in relation to any employee who is not a Transferring Former Supplier 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 Supplier to the Supplier 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;
- 5.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 5.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13(4) of TUPE; and
- 5.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

- 5.2 The indemnities in Paragraph 5.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under TUPE.
- 5.3 The Supplier 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 Supplier 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, national insurance contributions and pension contributions and any other sums due under the Admission Agreement 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 Supplier and the Former Supplier.

6. Information

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

7. Procurement Obligations

- 7.1 Notwithstanding any other provisions of this Schedule, where in this Schedule the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard

which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

8. Pensions

- 8.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

DATED

**THE INSTITUTE FOR
APPRENTICESHIPS AND TECHNICAL
EDUCATION**

and

PEARSON EDUCATION LIMITED

**INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
THE DIGITAL: DIGITAL BUSINESS
SERVICES T LEVEL TECHNICAL
QUALIFICATION**

THIS ASSIGNMENT AND LICENCE is made on

BETWEEN:

- (3) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (4) **PEARSON EDUCATION LIMITED**, a company registered in England and Wales (company registration number: **00872828**), whose registered office is at **Hailey Court, Jordan Hill Business Park, Oxford, OX2 8EJ** ("**Supplier**"),

each a "**Party**" and together the "**Parties**".

BACKGROUND TO THIS ASSIGNMENT AND LICENCE

- (D) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("**TQ**") for the **Digital Business Services** T Level ("the **TQ Agreement**").
- (E) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (F) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

2 Assignment and Licence start, formation and interpretation

- 2.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 2.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 2.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common

interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

2.4 In this Assignment and Licence, unless the context otherwise requires:

- 2.4.1 the singular includes the plural and vice versa;
- 2.4.2 reference to a gender includes the other gender and the neuter;
- 2.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 2.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
- 2.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 2.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 2.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

2.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.

2.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

“Ancillary Materials” means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (l) the Key Dates Schedule (in respect of forthcoming assessments);

- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

"Deliverables" means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

“Dispute” means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

“Effective Date” means the date on which the last Party to sign has signed this Assignment and Licence;

“Final Approval Milestone” has the meaning given in the TQ Agreement;

“Future Supplier” means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

“Indemnifier” means a Party from whom an indemnity is sought under this Assignment and Licence;

“Insolvency Event” means:

- (d) in respect of a company:
 - (i) 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; or
 - (ii) 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); or
 - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

- (v) 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; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (e) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
 - (f) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

“Intellectual Property Rights” or “IPR” means:

- (g) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (h) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (i) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

“Key Materials” means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or

otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and
- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled

Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

“Know-How” means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

“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 the Supplier is bound to comply;

“Losses” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“New IPR” means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

“Operate” in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

“Party” means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

“Product” has the meaning given in the TQ Agreement;

“Provider” means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

“Replacement Services” means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” has the meaning given in the TQ Agreement;

“Required Insurances” has the meaning given in the TQ Agreement;

“Services” means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

“Third Party IPR” means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

“TQ Agreement” has the meaning given in recital A (above);

“Transparent” means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

“Working Day” means any day other than a Saturday or Sunday or public holiday in England and Wales.

3 Assignment

3.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

- 3.1.1 the creation of any relevant materials known to be Key Materials;
 - 3.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and
 - 3.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.
- 3.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

4 Licences to the Authority

- 4.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
- 4.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
 - 4.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:
 - (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and

(ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and

4.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and

4.1.4 to sub-license others to exercise the rights set out in this clause 3.1.

4.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (I) of the definition of Ancillary Materials (being "*lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ*") only for the purposes of planning for or executing an Emergency Exit.

5 Licence to the Supplier

5.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

6 Warranties and representations

6.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:

6.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;

6.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has

established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;

- 6.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
- 6.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
- 6.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 6.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 6.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 6.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 6.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

7 Indemnity

- 7.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 7.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
 - 7.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or

- 7.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

8 Moral rights

- 8.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

9 Ending or extending the Assignment and Licence

- 9.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.
- 9.2 If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):
- 9.2.1 a Default incapable of remedy;
- 9.2.2 a Default capable of remedy that is not corrected within 30 days; and
- 9.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

10 Claims against third parties

- 10.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

11 Further assurance

- 11.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform

such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:

- 11.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 11.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 11.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 11.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 11.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
- 11.4.1 take any action that this Assignment and Licence requires the Supplier to take;
 - 11.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
 - 11.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 11.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

12 How much each Party can be held responsible for

- 12.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 12.2 No Party is liable to the other for:
 - 12.2.1 any indirect Losses; or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - 12.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or permitted by Law.
- 12.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 12.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

13 Invalid parts of this Assignment and Licence

- 13.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

14 No other terms apply

- 14.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 14.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

15 Other people's rights in this Assignment and Licence

- 15.1 No third parties may use the Contracts (Rights of Third Parties) Act ("**CRTPA**") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA) in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

16 Relationships created by this Assignment and Licence

- 16.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

17 Giving up contract rights

- 17.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

18 Transferring responsibilities

- 18.1 The Supplier must not assign this Assignment and Licence without Approval.
- 18.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 18.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.
- 18.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

19 How to communicate about this Assignment and Licence

- 19.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 19.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management [REDACTED] and the Authority's Head of Legal [REDACTED].
- 19.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

20 Dealing with claims

- 20.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 20.2 At the Indemnifier's cost the Beneficiary must both:
- 20.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 20.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 20.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 20.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 20.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 20.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

20.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

20.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

20.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

21 Resolving disputes

21.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

21.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.

21.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

21.3.1 determine the Dispute;

21.3.2 grant interim remedies, or any other provisional or protective relief.

21.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

21.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.

21.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

22 Which law applies

22.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

ANNEX

IPR Assurance Certificate

This certificate is given pursuant to clause 13.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).

Guidance:

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

Purpose of this certificate: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

Supplier Declaration:

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below⁴, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority; and/or
- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

Key Materials

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

⁴ If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

Table 1

Deliverable	Key Materials
[Set out title / description of the Deliverable]	Set out elements which are Key Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

Ancillary Materials

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

Table 2

Deliverable	Ancillary Materials
[Set out title / description of the Deliverable]	Set out elements which are Ancillary Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Name

Position

Date

Signed by

Pearson Education Limited

[REDACTED]

[REDACTED]

Signed by

THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

[REDACTED]

[REDACTED]