

## ATTACHMENT 1: DEPARTMENT'S STANDARD TERMS AND CONDITIONS

### CONTRACT FOR...Women Leading in Education: Leadership Coaching Pledge

#### THIS CONTRACT IS DATED

#### Parties

1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and

2) [REDACTED], registered number [REDACTED], whose registered office is at [REDACTED], [REDACTED], [REDACTED] ("the Contractor")

#### Recitals

The Contractor has agreed to run and manage the Women Leading in Education Leadership Coaching Pledge on the terms and conditions set out in this Contract. [REDACTED] as the parent company shall ultimately be responsible for fulfilling the obligations of the contract and [REDACTED] being wholly owned by [REDACTED] shall deliver the contracted works on a day to day basis.

The Department's reference number for this Contract is [REDACTED].

## 1 Interpretation

### 1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"Affiliate"	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 with, that body corporate from time to time;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification

Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"the Contract Manager"

\*\*\*name and full address of the Department's Contract manager\*\*\*

"Contractor Personnel"

all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;

"the Contractors Contract Manager"

\*\*\* name of the Contractors Contract Manager\*\*\*

"Confidential Information"

the Department's Confidential Information and/or the Contractor's Confidential Information;

"Contracting Department"

any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel"

all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"

take the meaning given in the GDPR

"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA 2018"	Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information

	Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing
"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 Processor is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)

"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Processor Personnel"	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " <b>Regulatory Body</b> " shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.

"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2** References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

## **2 Commencement and Continuation**

The Contractor shall commence the Services on 2 April 2019 and subject to Clause 10.1 shall complete the Services on or before the end of March 2020. The Contract may be extended by a further 12 months subject to satisfactory performance, and subject to availability of funding and Ministerial approval of funding.

\*\*\*the following line to be added if the contract is signed late after the start date of the contract\*\*\*

This Contract shall be deemed to have been effective from \*\*\*enter same start date as above\*\*\*.

## **3 Contractor's Obligations**

- 3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1 and the special conditions set out in Schedule 3. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.

**3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.

**3.3** The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

#### **4 Departments Obligations**

The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

#### **5 Changes to the Department's Requirements**

**5.1** The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.

**5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

#### **6 Management**

**6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

**6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

#### **7 Contractor's Employees and Sub-Contractors**

**7.1** Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "**Sub-contractor**") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment. .
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5** If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.6** The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.
- 7.7** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.8** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.9** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.
- 7.10** In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, on request and at no charge, provide timely, full, accurate and complete SME



Management Information (MI) Reports to the Department including:

7.10.1 the total contract revenue received directly on a specific contract;

7.10.1 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and

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

## **8 Intellectual Property Rights**

**8.1** It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.

**8.2** Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Consultancy Services owned by the Contractor ("**Background Intellectual Property**") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences.

**8.3** The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.

**8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.

**8.5** The Contractor warrants:

8.5.1 that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;

8.5.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;

8.5.3 That the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;

8.5.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.

- 8.6** The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice "© Crown Copyright \*\*\*year of publication\*\*\*".

## **9 Warranty and Indemnity**

- 9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:

9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or

9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.

- 9.4** The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor

- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims

or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## **10 Termination**

**10.1** This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.

**10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

**10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

**10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

**10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

**10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

**10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

**10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.

**10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

**10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence

related to the business or professional conduct

**10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;

**10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;

**10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes;

**10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

**10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11 Status of Contractor**

**11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

**11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

## **12 Confidentiality**

**12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

**12.2** Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

- 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 12.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 12.2.5 it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
  - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
  - 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or

12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

- 12.7** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

### **13 Freedom of Information**

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the

Department's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

**13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

**13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

**13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

**13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

## **14 Access and Information**

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

## **15 Transfer of Responsibility on Expiry or Termination**

**15.1** The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The

Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

## **16 Tax Indemnity**

- 16.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
    - (i) fails to provide information in response to the request within a reasonable time,



or

- (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
- (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

## **17 General Data Protection Regulation (GDPR)**

\*\*\*Start of General Data Protection Regulation (GDPR) Clause\*\*\*

“Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the GDPR
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“DPA 2018”	Data Protection Act 2018
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679)
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing
“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 Processor is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680)

“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

## 17 Data Protection

- 17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 3a. The only processing that the Processor is authorised to do is listed in Schedule 3a by the Controller and may not be determined by the Processor
- 17.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in

advance by the Controller with respect to the processing of the Personal Data;

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 17.5 Subject to clause 17.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 17.6 The Processor's obligation to notify under clause 17.5 shall include the provision of further information to the Controller in phases, as details become available.
- 17.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;

- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

17.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

17.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

17.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

## **18 Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

## **19 Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any

conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

## **20 The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

## **21 Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

## **22 Notices**

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

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

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

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

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

## **23 Dispute resolution**

**23.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

**23.2** Any dispute not capable of resolution by the parties in accordance with the

terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

- 23.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

**24 Discrimination**

- 24.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

- 24.2** The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

**25 Law and Jurisdiction**

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

As witness the hands of the parties



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

Signature

Name in CAPITALS

Position in Organisation

Address in full

Date

Authorised to sign for and on  
behalf of \*\*\*insert full name  
of Contractor\*\*\*

Signature

Name in CAPITALS

Position in Organisation

Address in full

Date

## Schedule 1

### Background

#### 1.1 Introduction/Background

1. The Department for Education (DfE) recognises the importance of a diverse teaching workforce and so the DfE is committed to addressing the issue of underrepresentation in the teaching workforce. While data shows that the teaching workforce is becoming increasingly diverse, those from protected groups remain under-represented in leadership. School workforce census data continues to show that women are underrepresented in leadership roles.
2. Women face unique challenges in progression and coaching is an essential part of an offer to overcome the barriers that they face. The Women Leading in Education Coaching Pledge supports the Department's aim of promoting a diverse teaching workforce to address the acute challenges on retaining teachers. This activity should be seen within the context of the Department's drive on improving the recruitment and retention of teachers.

#### Background on the Women Leading in Education Coaching Pledge

3. The WLE Coaching Pledge was launched on International Women's Day 2016 as part of a package of measures to support women leading in education. Although the coaching pledge received a positive response, feedback suggested that some key improvements would provide an even greater impact, particularly providing matching support for coaches and participants, and further national promotion.
4. We created a pool of volunteer coaches on an online directory, which can be accessed by women within their locality in their own time, and to meet their specific needs. Male and female leaders are invited to volunteer their time, passion and expertise to coach women to support career progression. To date there are over 1000 volunteer coaches with profiles on the online directory.
5. Coaches can be leaders from all backgrounds and genders and do not necessarily have to be in education. Under the current model, potential coaches sign-up via the TSC website and submit profiles that are made available on an on-line directory hosted on the Teaching Schools Council (TSC) website.
6. Participants currently sign up via the TSC website by completing a short survey. They then receive a welcome email and a password to access the coach directory.
7. Participants report that coaching has supported them to develop their skills in a range of areas, including confidence to apply for next stage promotion, improving their leadership and management skills and developing stronger job applications. However, the feedback and evaluation interviews with

participants identified a number of themes for improvement of the Coaching Pledge.

8. When asked in the feedback survey and during interviews how the coaching pledge could be improved, greater awareness, national promotion, and more opportunities for matching have been suggested by both coaches and participants.

## **2 Aim**

- 2.1 The Contractor shall use all reasonable endeavours to achieve the following aims:

To maximise engagement on the Women Leading in Education Coaching Pledge on a national scale through marketing, promotion, including through events and through engagement with regional partners.

## **3 Objectives**

- 3.1 The Contractor shall use all reasonable endeavours to achieve the following objectives:
  - To increase the sign up of coaches by 500 volunteers nationally and use regional expertise to increase the number of participants by ten percent per region
  - To host events to support matching between participants and coaches
  - To create a communications strategy and promote events using a range of methods
  - To work with the host of the Coaching Pledge database, currently the Teaching Schools Council, on improvements to the existing website to develop and provide continuous improvement suggestions and improve the user experience for coaches and participants.
  - To work towards meeting a range of Key Performance Indicators, which are attached below at pages 38 to 41.

## **4 Methodology**

The Contractor shall perform the tasks detailed in the Schedule of Work and in accordance with the contractor's responses to the Invitation to Tender Evidence Criteria, page 33 to 36. [REDACTED] as the parent company shall ultimately be responsible for fulfilling the obligations of the contract and [REDACTED] being wholly owned by [REDACTED] shall deliver the contracted works on a day to day basis.

## SCHEDULE OF WORK

Task	Activity	Date Required
<b>Planning and Marketing &amp; Communications Strategy</b>		
<b>Initiation meeting</b>	<p>Contractor to discuss top level plan, agree reporting schedule and feedback process, discuss ways to collaborate with DfE and the TSC.</p> <p>DfE to organise a face to face meeting for the contractor to meet with the TSC. DfE to facilitate the meeting.</p>	<p>26 March 2019</p> <p>April 2019</p>
<b>Agree Marketing and Communications Strategy</b>  Related KPIs 1, 2, 5	<p>Work with DfE Comms Team and TSC Comms Lead to gain full understanding and agreement on approach and how the contractor can reinforce and enhance work to date and align with other initiatives.</p> <p>Contractor to provide written Plan for approval by DfE Comms. This to be provided by 15 April 2019.</p> <p>To conduct any communications or marketing activity (including developing a website or other new channels) to support the delivery of this contract the contractor plans will be subject to a separate clearance process by the DfE communications team on behalf of the DfE Director of Communications to ensure value for money. Please note that the contractor may not get approval to continue or may be asked to amend their plans.</p> <p>Attention to be paid here to specific target groups of returners, part time and flexible workers (KPI 5: minimum of 5% participants to be returners, part timers or flexible workers looking to gain a leadership position).</p>	April 2019

<p><b>Explore and agree website</b></p> <p>Related KPIs 1, 6, 7, 9 10</p>	<p>Work with TSC to review current website impact and functionality in order to advise on continuous improvement options. Select which to execute, clarifying SLA's, roles and responsibilities and timeframes. Contractor to provide written confirmation of proposed improvements and timeframes (as agreed with TSC) by 26 April 2019.</p>	<p>April 2019</p>
<p><b>Launch</b></p>		
<p>Launch multi-channel comms campaign</p> <p>Related KPIs 1, 2, 3, 4, 5</p>	<p>In line with what is agreed with TSC Comms Lead, initiate the agreed comms strategy to increase knowledge of and engagement in Coaching Pledge work. The comms strategy to make use of multiple channels for promotion including social media, radio, print press, digital press, conferences and teaching events. The contractor to engage with the regional partners involved previously with the Coaching Pledge on the communication strategy. DfE will provide details of these partners.</p> <p>Expect the strategy to also cover the following:</p> <p>Teachers to be targeted as key participants; to reach through direct email campaigns, adverts in the TES, Union newsletters, and other specific teaching press. Also to target Head Teachers, Governors and MAT's who can all support promotion of the Coaching Pledge. Will explore 'Advertorials', webinars, Live Lessons and Round Tables.</p> <p>Reach volunteer coaches</p>	<p>May 2019 (following sign off of the Communication Plan by DfE Communication Group) to March 2020</p>

	<p>through their networks; using similar strategies as above and using existing networks in both corporate and not-for-profit sectors who are looking to enhance their CSR, the three main coaching bodies in the UK and professional networks in L&amp;D, from their recent MBA's (Master in Business Administration courses), and their parent company (██████████).</p> <p>Use a range of different news angles to promote the benefits of this work. For example, generate interest stories around the impact of women in educational leadership roles, value of coaching as teaching and management skills, value of developing networks through the matching events.</p>	
<p><b>Pilot initial matching event</b></p> <p>Related KPIs: 1, 2, 4, 5, 6, 7,10</p>	<p>Pilot initial matching event - run first face to face matching event, in collaboration with regional partners previously involved in the Coaching Pledge, according to pre-agreed format to test design and reaction. Use this opportunity to also test feedback mechanisms and reactions from first participants and volunteer coaches.</p>	<p>April 2019</p>
<p><b>Carry out a further 24 matching events</b></p> <p>Related KPIs: 1, 2, 3, 4, 5, 6, 7,10</p>	<p>In agreement with the initial planning discussions these will be a mix of face-to-face and virtual to ensure the 70/30% split.</p> <p>The contractor to work with regional partners to market the events at relevant places, local press and with the MAT's in those regions.</p> <p>Contractor to provide written confirmation of proposed / actual dates of matching events by 1 July 2019.</p>	<p>April 2019 to March 2020</p>

<b>Gather feedback from surveys</b>  Related KPIs: 6, 7, 8, 9, 10	Continually track and collate feedback on all work, including the matching events, and have this information available for DfE at any point.	April 2019 to March 2020
<b>Website, database and resources</b>		
<b>Improve user experience on website and database</b>  Related KPIs: 4, 6, 7, 9	Work with TSC lead to understand previous user journey and experience, advise and engineer ways to build continuous improvement and user engagement.	April 2019 to March 2020
<b>Design a mechanism to track and record matches in a robust way</b>  Related KPIs: 1, 2, 4, 5, 6	Work with TSC to establish tracking and recording requirements, build a solution, carry out user acceptance testing and implement by 19 July 2019.	April 2019 to July 2019
<b>Build ability for coaches to share resources</b>  Related KPI: 9	Using a combination of existing coaching materials, and developing new, build the capability for sharing, commenting on and building on coaching resources.  Provide written confirmation of how this has been done, along with any new materials/resources attached by 19 July.	April 2019 to July 2019
<b>Evaluation, reporting and exit</b>		
<b>Regular reporting</b>  These activities will provide evidence and data behind the achievement of all KPIs	Contractor to have agreed the reporting schedule and structure at the initial planning meeting. As a minimum, contractor to submit the following update in advance of proposed monthly meetings with the DfE, which provides quantifiable data including sign up rates of participants and coaches; data on matching and completion, and, as relevant, data confirming progress against KPIs. The monthly reports to also include anecdotal feedback.	April 2019 to March 2020

<p><b>Final evaluation</b></p> <p>These activities will provide evidence and data behind the achievement of all KPIs</p>	<p>Contractor to submit a final evaluation report at the end of the project detailing results against KPIs, as well as both data and anecdotally gathered insights, including case studies and recommendations by 22 May 2020. Contractor to also ensure that all relevant data, including data relating to the base-line and feedback surveys is handed back to the Department by 22 May 2020.</p>	<p>May 2020</p>
<p><b>Sustainable exit</b></p> <p>These activities will provide evidence and data behind the achievement of all KPIs</p>	<p>The contractor to discuss the exit plan with the DfE from the outset to ensure that they depart with confidence that the Coaching Pledge is well known about, all KPI targets have been reached/exceeded and that there is an onward strategy for the work.</p> <p>Provide a written report on how the contractor has met the KPIs and what the onward strategy for the work should be.</p>	<p>March 2019 to February 2020</p>



Please also see the supplementary information to the above Schedule of Work table, the contractor's response to the Invitation to Tender Evidence Criteria, which provides a greater level of detail on what will be delivered.

Evidence Area	Contractor's ITT response (NB: this has been edited to reduce length)
<p><b>Promote the Coaching Pledge and increase take-up of the Pledge.</b></p> <p>Related KPIs: 1, 2, 5</p> <p>KPI 1: increase the number of volunteer coaches by 500 volunteers nationally. (DfE will provide a regional breakdown of where we require these coaches to be).</p> <p>KPI 2: achieve a 10% increase in participant numbers in each region per term.</p> <p>KPI 5: minimum of 5% of participants to be returners, part-time or flexible workers looking to gain a leadership position.</p>	<p><b><i>Marketing and Communication Strategy</i></b></p> <p>Work with the TSC Comms lead to gain understanding of the organisation and target the communication strategy to ensure it is aligned to and reinforces wider objectives.</p> <p>Make use of multiple channels for promotion including social media, radio, print press, digital press, conferences and teaching events.</p> <p>Target teachers as key participants; to reach through direct email campaigns, adverts in the TES, Union newsletters, and other specific teaching press. Also to target Head Teachers, Governors and MAT's who can all support promotion of the Coaching Pledge. Explore 'Advertorials', webinars, Live Lessons and Round Tables</p> <p>Reach volunteer coaches through network; using similar strategies as above and using existing network in both corporate and not-for-profit sectors who are looking to enhance their CSR, the three main coaching bodies in the UK and professional networks in L&amp;D, from their recent MBA's and their parent company.</p> <p>News stories; use a range of different news angles to promote the benefits of this work. For example, generate interest stories around the impact of women in educational leadership roles, the value of coaching as a teaching and management skills, the value of developing networks through the matching events.</p> <p><b><i>Facilitating matching between coaches and participants and promoting events.</i></b></p> <p>The matching events to have information about:</p> <ul style="list-style-type: none"> <li>- the Coaching Pledge</li> <li>- how the matching works</li> <li>- a practical element to experience/practice coaching</li> <li>- a strong 'call to action' to sign up on the website - making this step available to complete at the events.</li> </ul> <p>These events to be facilitated in an informal, participative and experiential way to encourage questions and provide opportunity for networking and matching. Work with regional partners to market the events at relevant places, local press and with the MAT's in those regions.</p> <p><b><i>Increasing the number of volunteer coaches.</i></b></p> <p>Draw on connections to the three main coaching accreditation bodies; the International Coaching Federation (ICF), Association of Coaches (AC) and the European Mentoring and Coaching Council (EMCC) who have representation across the UK, thus providing regional spread. Each has active coaching networks with members willing to provide pro-bono coaching to the not-for-profit sector. They also run qualifying programmes with a requirement to accumulate 100+ coaching hours, providing a pool of recently qualified coaches seeking voluntary coaching assignments.</p> <p><b><i>Targeting and attracting returners to the profession / part-time/flexible workers to sign up / to attend events.</i></b></p> <p>Draw on experience of targeting marginalised people and will implement a number of strategies to connect with these groups and success stories to share. Will draw on</p>

	connections to networks where people campaign for flexible and part time working and partner with social media influencers such as 'Mother-Pukka' (190k followers) and 'Cherry Healey' (137k followers).
<p><b>Achieve national coverage for promotion of the Leadership Coaching Pledge</b></p> <p>Related KPIs: KPI 3</p> <p>Minimum of 20 matching events to take place nationally with a minimum of 70% of events being face to face and up to 30% of events being flexible using online/telephone matching. There will need to be a sufficient regional spread for matching events planned and hosted</p>	<p>Run 25 matching events across the country, with at least one face-to-face event in each of the areas listed, larger regions receiving two. Also use the virtual matching sessions to ensure coverage where there might not be access to a live event.</p> <p>Work with the TSC Comms lead to discuss how to develop the website to ensure that even if a teacher or coach cannot attend an event, the website is sufficiently developed and interactive to ensure that everyone who is interested is captured and the website converts their interest to action.</p> <p>Also discuss how the website can be developed to act as both a front-end information site, holding recordings of the main matching event information, a Q&amp;A area, coaching eLearning etc, and a back-end matching portal.</p> <p>Draw on experience of working with developers to enable this and draw on experience of implementing Learning Management Systems that provide interactive content to engage and retain learners.</p> <p>Throughout the website development work with TSC on ensuring the site is simple and appealing to navigate with a clear process to apply, be matched and access information.</p> <p>Review TSC's data further to understand where the current coaches and teachers are based to ensure that they capitalise on the experience of these people, as well as ensure that currently under-represented regions have additional focus.</p> <p>Throughout, regularly monitor and report progress against both coach and participant registration and engagement by region, using feedback from the website, matching events as well as data evidencing sign-up and matching. This will enable identification of any regions where engagement is not as high as expected and allow them to pivot efforts in that direction.</p> <p><b><i>Identifying and reaching opportunity areas in order to promote the Pledge.</i></b></p> <p>Draw on experience of research and data science to analyse the work and responses to date, to understand where and what has generated uptake in the Coaching Pledge and if possible, use the TSC website to analyse where the areas are that have had greatest numbers of enquiries or expression of interest.</p> <p>This will be combined with external research to identify where in the country there are fewest cases and/or opportunities for women, and returners, flexible and part time workers, to enter teaching leadership roles with those areas targeted. This analysis will contribute to the reporting and evidence provided to the DfE to inform planning and report on impact in the evaluation at the end of this work along with recommended next steps.</p> <p>Draw on connections in the education, coaching and corporate sectors and the keen interest in CSR, to increase reach.</p>
<p><b>Development of a service model for delivery of the Leadership Coaching Pledge</b></p> <p>Related KPIs: KPI 9</p> <p>Provide a mechanism for coaches to share resources to be set up via the TSC website and being used by coaches by end of</p>	<p>Ensure that matching events will be run with the following measures in place to assure quality:</p> <ul style="list-style-type: none"> <li>- Immediate post-event feedback asking for immediate reactions</li> <li>- Post two month feedback asking higher level questions such as messages taken from the event, have they entered into a coaching partnership, if not what prevented/dissuaded them, if so how/what impact is it having.</li> </ul> <p>Draw on data analyst expertise to help collate and share feedback of quality throughout the project. The responses will also create insight to further develop the website, resources and final evaluation.</p>

<p>September 2019. The provider will be required to work with the TSC to produce online guidance, display coaching models and produce templates to feature on the TSC website.</p>	<p>In order to ensure quality events, draw on design and facilitation experience, as well as network of coaches, facilitators and teachers who have previously engaged in the scheme.</p> <p>Run the matching sessions with a lead facilitator to set the scene and explain the Coaching Pledge programme and process, they will also have a senior and experienced education practitioner with them - in order to offer perspective from an educational recruitment/ progress perspective. Invite someone already involved as a participant or coach to give a first-hand insight.</p> <p>Provide DfE with an initial design in advance of running a pilot to seek feedback, ensuring that the following is achieved:</p> <ul style="list-style-type: none"> <li>- Inspiring participants to get involved</li> <li>- Leave with a clear understanding of the Coaching Pledge and its purpose</li> <li>- Experience the power of a coaching conversation</li> <li>- Understand how to move forward into a coaching partnership</li> <li>- Know where to go to for extra support and advice.</li> </ul> <p>Consider an online process to establish levels of skills, understanding, commitment and confidentiality required. Also to consider using an existing or developing a TSC Coaching</p> <p>Code of Conduct to ensure coaches understand and agree to quality standards.</p> <p>Engage with the TSC at the outset to understand perceptions of the quality of coaches to date, any concerns and actions taken.</p> <p>Make recommendations and produce coaching development resources to help build skills and ensure quality. Some examples that have been used before include:</p> <ul style="list-style-type: none"> <li>- A regular coaching skills webinar to build and practice skills</li> <li>- Quizzes/ games testing levels of understanding and practice</li> <li>- A helpline/email supervision for coaches who are 'stuck'</li> <li>- A process to support the resolution of problems and dissolving unsuccessful coaching partnerships</li> </ul> <p>The customer journey should be completed either at the matching events, or through a simple registration of interest on the website. Participants will be able to select a coach based on a clear and succinct specification that we will provide a structure for.</p> <p>To ensure quality assurance of coaches, offer advice on what is in place with the three major UK coaching bodies. They will work with DfE to develop a collaboration with one of these bodies or a leadership institute such as ILM and use their standards as a basis to create a TSC quality standard.</p> <p>Use own Operations Team who are experienced in website development and using technology to generate data.</p> <p>Work with the TSC Comms lead to provide development advice using analytics tools around tracking, measuring, monitoring and increasing website use, using this data to convert browsers into active participants.</p> <p>In addition to ensuring the website is fully utilised, explore use of social media such as LinkedIn groups to promote, engage, match and gain feedback.</p> <p>At the conclusion of the contract provide a final evaluation with recommendations, observations and insights into what has worked well, and areas to address. Ensure that DfE own the IP of all collateral.</p>
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<p><b>Measure success and evaluate impact</b></p> <p>Related KPIs: 4, 6, 7, 8, 10</p> <p>KPI 4: 40% of registered participants in each region to be matched with a coach.</p> <p>KPI 6: expect a minimum of 50% of participants who have signed up to the Coaching Pledge to complete the feedback survey.</p> <p>KPI 7: minimum of 80% of coaches and participants to provide positive feedback on how well they feel coaching has been tailored to their requirements and how the website has enabled their coaching experience.</p> <p>KPI 8: minimum of 80% of coaches and participants who have completed the feedback survey to provide positive feedback on the quality of coaching sessions.</p> <p>KPI 10: minimum of 60% of coaches and participants who have completed the feedback survey to apply for, gain promotion or be demonstrating leadership by May 2020</p>	<p>See page 37 for an outcome and evidence table.</p> <p>Participants to engage in monthly sessions with their coaches over at least a 6-month period and encourage their peers to engage.</p> <p>Coaches will need to be fully committed to their participants' development, offer support/advice/insights and challenge that has a demonstrable impact on confidence and skills. Coaches will be expected to take on additional participants when they have capacity, and encourage their peers to volunteer.</p> <p><b><i>Measuring impact and meeting of target</i></b></p> <p>Provide a monthly update report throughout the lifecycle of the project. This will provide both quantifiable data and anecdotal feedback.-See below for reporting related activities:</p> <ul style="list-style-type: none"> <li>- Impact of Marketing and Communications strategy - response rates to different promotion channels and feedback from participants on which promotion campaign attracted them.</li> <li>- Establish a pre, 24 hour post and +2 month post event SurveyMonkey evaluation of the matching events. Provide additional context around individuals' stories and contributions to provide DfE with a full picture of the events</li> <li>- Ensure that the website is measuring impact. Develop a process for capturing site visits, time spent on pages, links that are used, resources that are downloaded</li> <li>- To build the end of project evaluation and recommendations, proactively contact a sample of those involved to seek their views and recommendations.</li> </ul> <p>At any given time, will be ready report to DfE on progress against KPI's through continually tracking engagement, sign-up rates of participants and coaches, matching and completion, as well as engagement with online content.</p> <p><b><i>Measuring of benefits</i></b></p> <p>Provide wider comparative analysis with the broader recruitment, retention and promotion picture. Look at trends in other sectors to see how teaching is comparing in areas such as attraction of applicants from marginalised sectors, number of women represented in senior roles, proportion of flexible/ part time working arrangements in place.</p> <p><b><i>Demonstrate an impact on increasing the number of women in leadership positions across all regions</i></b></p> <p>Will commence this by taking a point-in-time benchmark of women in leadership positions in education in England when they embark on the contract. Then revisit this at the end to give a top-level sector view. They will include questions in the pre-event questionnaire about levels that people are at when they sign up for a coach and revisit this question at the end of the coaching partnership to measure results. The responses will be included in monitoring and evaluation with both the data about progress as well as some testimonials for the website</p>
<p><b>Project planning and risks</b></p>	<p>This project will be managed and delivered by the Associate Director. The global team will support the work, including the Operations and Data Analysis teams. Non Disclosure Agreements and due diligence are completed for all suppliers, contractors and partners and all facilitators are DBS checked.</p> <p>A risk log and mitigating measures are included in the PID, (which is included at the end of this contract). These risks to be reviewed with DfE to ensure that all factors have been considered and appropriate measures are in place to mitigate them.</p>

<b><u>Outcome</u></b>	<b><u>Evidence</u></b>
Underpin work on the Coaching Pledge to date, reinforcing this through an exemplar website	Feedback surveys delivering >80% positive rating around how the website enabled their engagement
Engage and inspire through a marketing and communications strategy that increases interest and attendance at events/visits to the website beyond the stated KPI's	Attendance at events and sign up into matching pairs. We believe we will comfortably increase coaching volunteers by +500 and the number of participants by +10% per region, in total we anticipate increasing participants by 25%.
Deliver matching events that attract people from marginalised groups	Data captured in immediate post event surveys. We acknowledge your target of 5% of returners but believe we can make this at least 10%.
Achieve a surplus of volunteer coaches over participants so that participants always have a pool of coaches to select from	We note the current stats of c2000 participants to c1000 volunteer coaches suggesting a shortage of supply over demand. We aim to significantly increase coaches so that participants have a choice of coach, this will enable the target of 40% of registered participants to be well exceeded
Gather feedback that demonstrates impact in terms of progression of participants and has a measurable impact in the progression and leadership skills of the participants	In the past we have achieved feedback completion rates of nearer 90%, and positive satisfaction rates of 97% so we are confident of reaching the 50% completion targets and 80% positive response targets set

Key performance indicators	RAG rating example	Reporting
1. Increase the number of volunteer coaches by 500 volunteers nationally. (We will provide a regional breakdown of where we require these coaches to be).	<p>R –less than 50% of the target number by the end of December 2019.</p> <p>A – region has achieved 50-65% of the target number by the end of December 2019.</p> <p>G – region has achieved at least 65% of the target number by the start of December 2019.</p>	Coach numbers will be monitored through survey monkey responses (hosted on the TSC website).
2. Achieve a 10% increase in participant numbers in each region per term.	<p>R – less than 5% increase</p> <p>A – 5-9% increase</p> <p>G –10% increase or more</p>	Participant numbers will be monitored through the baseline survey responses (available on the TSC website).
3. Minimum of 20 matching events to take place nationally between May 2019 – March 2020 with a minimum of 70% of events being face to face and up to 30% of events using online/telephone matching. The Department would require the national provider to ensure that there is a sufficient regional spread for any matching events planned and hosted.	<p>R –less than 12 matching events have taken place nationally.</p> <p>A – between 12-19 matching events have taken place nationally.</p> <p>G – more than 20 events have taken place nationally with sufficient face to face and geographical spread.</p>	National provider to provide details on events that have taken place via the termly report.

4. 40% of registered participants in each region to be matched with a coach.	R – less than 14% participants by December 2019 A – 15-34% by May 2019 G – 35% or more by December 2019	
5. Minimum of 5% of participants to be returners, part-time or flexible workers looking to gain a leadership position.	R – less than 2% participants A – 2-4% participants G – 5% or more participants	DfE will monitor and analyse feedback survey data to see how many participants are returners, part-time or flexible workers.
6. A minimum expectation of 50% of participants who have signed up to the Coaching Pledge to complete the feedback survey.	R – less than 20% of participants have completed the feedback survey by the end of the September 2019.  A – 20-49% participants have completed the feedback survey by the end of the September 2019.  G – 50% or higher percentage of participants who have completed the feedback survey by the end of September 2019.	DfE will look at the number of participants who have completed the feedback survey. TSC leads will be asked to confirm whether the survey link has been shared with participants. National provider will be asked to share case studies with the Women Leading in Education (WLE) team alongside the termly report.
7. A minimum of 80% of coaches and participants who have completed the feedback survey to provide positive feedback on how well they feel coaching has been tailored to their requirements and how the website has enabled their coaching experience.	R – less than 50% of coaches and participants to respond to relevant survey questions with strongly agree or agree.  A – 50-79% coaches and participants to respond to relevant survey questions with strongly agree or agree.  G – 80% or above coaches and	Baseline survey and follow-up survey data will be used to analyse feedback responses

	participants to respond to relevant survey questions with strongly agree or agree.	
8. A minimum of 80% of coaches and participants who have completed the feedback survey to provide positive feedback on the quality of coaching sessions.	<p>R – less than 50% of coaches and participants to respond to the relevant survey question with strongly agree or agree.</p> <p>A – 50-79% coaches and participants to respond to relevant survey question with strongly agree or agree.</p> <p>G – 80% or above coaches and participants to respond to relevant survey question with strongly agree or agree.</p>	Baseline survey and follow-up survey data will be used to analyse feedback responses
9. Provide a mechanism for coaches to share resources to be set up via the TSC website and being used by coaches by end of September 2019. The successful tenderer would be expected to propose a solution for this mechanism and be able to demonstrate its success through measurable outcomes e.g. click	<p>R – Mechanism has not been set up by September 2019.</p> <p>A – Mechanism is partially set up but not being used by September 2019.</p> <p>G – Mechanism is set up and being used by coaches to share resources by September 2019.</p>	



through rates, number of downloads of resources.		
10. A minimum of 60% of coaches and participants who have completed the feedback survey to apply for, gain promotion or be demonstrating leadership by April 2020.	R – less than 30% participants by April 2020. A – 30-59% by April 2020. G – 60% or more by April 2020.	DfE will monitor and analyse follow-up survey data to see how many participants have applied for, gained promotion or are demonstrating leadership in others ways.

End of schedule 1

## Schedule 2

Table

1. Contract progress review meeting schedule, payment schedule and reporting schedule to be implemented as follows.

<b>Contract set up meeting date</b>	Date
Contract set up meeting with provider	26 March 2019

<b>Payment Schedule: the Department anticipates that payment will be made as follows. NB: Contractor's Communication Plan will need to be cleared by DfE Communications Group before any spend on communication related activities can commence</b>	Date
Payment 1 (June 30 2019)	
Payment 2 (September 30 2019)	
Payment 3 (March 31 2020)	

<b>Reporting arrangements</b>	Date
<b>Progress of contract to be reviewed at the following points</b>	
Meeting 1	June 2019
Meeting 2	September 2019
Meeting 3	February 2020

Task	Cost	Total	Invoice date
<b>Project management and planning:</b>			See payment schedule above
<b>Administration:</b>			
<b>Staff allocated to the work:</b>			
<b>Facilitators for matching events:</b>			
<b>Venue Hire for Matching Events:</b>			
<b>Marketing/promotion:</b>			
<b>Production of on-line guidance, coaching models and templates for use by coaches. NB: these to</b>			

<p><b>be developed in engagement with the TSC as these will be hosted on the TSC Coaching Pledge database:</b> [REDACTED]</p>	<p>[REDACTED]</p>
<p><b>Grand Total (excluding VAT)</b></p>	<p>[REDACTED]</p>

VAT will be payable at the prevailing rate

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be prepared by the Contractor on the invoice dates specified in the Payment Schedule Table above: 30 June; 30 September and 31 March, in arrears and shall be detailed against the expenditure headings set out in the Task Table above. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent, within 30 days of the end of the relevant invoicing date, to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of

Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

## **End of Schedule 2**

## Schedule 3

### 1. Departmental Security Standards

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

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

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

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



[formerly called “CTAS”, or, “CESG Tailored Assurance”]	MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. <a href="https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology">https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology</a>
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- 1.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 1.3 The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 1.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor’s or sub-contractor’s own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 1.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas

- 1.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 1.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 1.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 1.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 1.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 1.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 1.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

- 1.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 1.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 1.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.24 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)

## Schedule 3a

### Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are: Interim Data Protection Officer (DPO) Louise Baker; Level 1, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; Tel: 020 7783 8656
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]; [REDACTED] Tel: [REDACTED] or [REDACTED].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 17.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to promote, market and communicate the Coaching Pledge to raise awareness on a national basis and to increase the number of participants and coaches engaged in the Pledge.
Duration of the processing	2 April 2019 until 31 March 2020
Nature and purposes of the processing	<p>(The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.)</p> <p>The Processor will collect data in relation to individuals who wish to sign up to be a coach (coaches) or be coachees (participants) by sign-posting the sign-up survey page, currently held on the Teaching Schools Council website.</p> <p>The Processor will collect data in relation to individuals matched with coaches as part of attendance at matching</p>

	<p>events and via any communications for promotional purposes after an event has taken place. They will also collect data of coaches who attend these events and who are subsequently matched with participants. The processor will issue an initial (base-line) and feedback surveys for evaluation purposes to participants for completion. They will also conduct evaluation with participants to establish progress on promotion to leadership roles.</p>
Type of Personal Data	<p><u>Participant data</u></p> <p>Name, TRN, role, region, ethnicity, age, date registered for coaching, date they were matched with a coach, dates of coaching sessions completed.</p> <p><u>Coach data</u></p> <p>Name, role/previous role, local authority, region, date registered to coach, date they were matched with a participant, availability, any training they have undertaken, dates of coaching sessions completed, ethnicity and age.</p>
Categories of Data Subject	<p>Women teachers teachers who are interested in being matched with a coach. Women teachers can be:</p> <ul style="list-style-type: none"> <li>- Newly Qualified Teacher</li> <li>- Recently Qualified Teacher (who have been in the profession for 2-5 years)</li> <li>- Class Teacher</li> <li>- Middle leader (e.g. subject leader, head of year)</li> <li>- Senior leader (Deputy Head teacher, Assistant Head teacher or Head teacher)</li> <li>- Other (women teachers who would like to make a return to teaching)</li> </ul> <p>Individuals who are interested in acting as coaches can be leaders from any background/industry and can be any gender. They do not necessarily have to be in education.</p> <p>Both sets of individuals will be registered on the Coaching Pledge website, hosted by the Teaching Schools Council.</p>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	To return data as part of the final evaluation arrangements detailed on page 32 by 22 May 2020.
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