Schedule 3
Financials

1 The DFE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs or Service Levels set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DFE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.

2 The Contractor will distribute a tax free Bursary as part of the programme. The Contractor will pay the bursary directly to first year Trainees. The Bursary will be [redacted] The Bursary payments are not subject to VAT.

3 All charges will be fixed and firm for the Initial Term and until the expiry of any extended period of the Contract. The maximum value of the Contract for the Initial Term will be (course fees and bursaries) £18,173,803.50.

4 This contract is VAT exempt. Unless otherwise stated, all amounts expressed as payable in this Contract are inclusive of VAT, at the rate appliciable at the time.

5 Indexation shall not apply to the Charges.

6 The Contractor shall be entitled to invoice the Charges following acceptance by the DFE of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones. The amounts to be paid are set out in table 1 and the schedule of payments are set out in paragraphs 1.1 and 1.2 of the Invoicing and payment schedule section.

7 DFE will pay the Bursary to the Contractor for distribution in three instalments, as follows:

- September– the first payment of three months Bursary
- December– the second payment of four months Bursary
- April – third payment of five months Bursary

8 DfE will pay the course fees to the Contractor, in three instalments in arrears, as follows:

- September – three months Course fees
- December - three months Course fees
- April – six months Course fees

Table 1 – detailed costs and payment schedule for the NOREMIDSW Consortium (embedded document file)

Payment Schedule
NORMID Consortiur

Table 2 – Detailed cost matrix submitted by the NOREMIDSW Consortium as part of their bid (embedded document file)

Amended Cost
Matrix UoM - 11 Jun

Table 1 – detailed costs and payment schedule for the NOREMIDSW Consortium

		Cost per student (tuition fees only)								
		2020 cohort			2021 cohort			2022 cohort		
Name of consortium	Number of students	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
NORMID-SW	123	[redacted]								

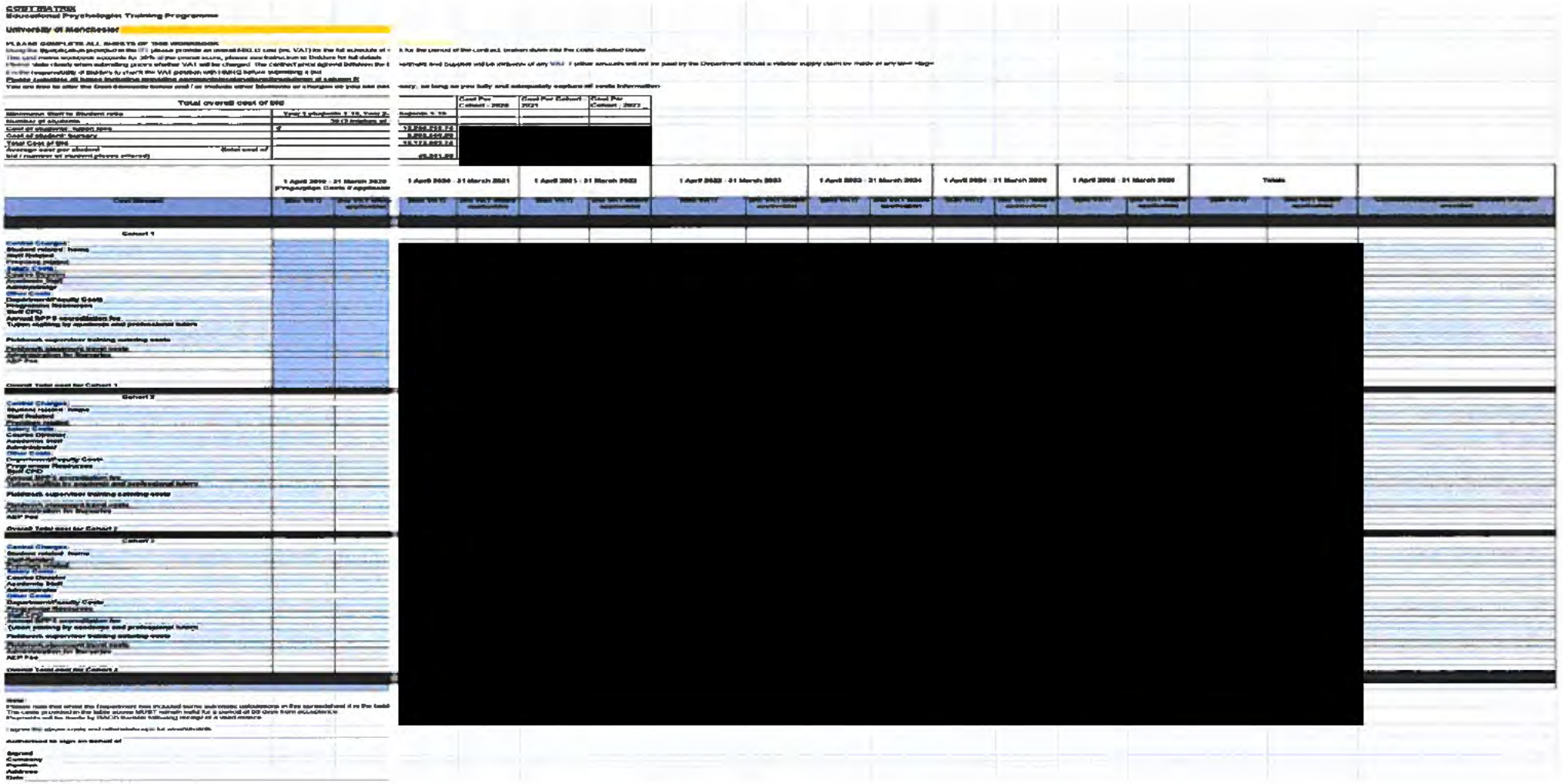
Payment Schedule		
Bursary	September (3 months payment)	3
	December (4 months payment)	4
	April (5 months payment)	5
Fees	September (3 months payment)	3
	December (4 months payment)	4
	March (5 months payment)	5

Nonuid cost per cohort	
2020	[redacted]
2021	
2022	

Bursary amount per trainee	[redacted]

	Financial Year																				
NORMID-SW 123 places Course Fees	April	Sept	Dec	March	April	Sept	Dec	March	April	Sept	Dec	March	April	Sept	Dec	March	April	Sept	Dec	March	
Year 1	[redacted]																				
Year 2																					
Year 3																					
Year 1																					
Year 2																					
Year 3																					
Year 1																					
Year 2																					
Year 3																					
Course Fees Sub Total																					
2020																					
2021																					
2022																					
Bursaries Sub Total																					
GRAND TOTAL																					
Financial Year TOTAL	[redacted]																				[illegible]

Table 2 – Detailed cost matrix submitted by the NOREMIDSW Consortium as part of their bid



Schedule 4

KPIs, Service Levels and Service Credits

1 The objectives of the Key Performance Indicators and Service Levels are to:

1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE;

1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services;

1.3 incentivise the Contractor to meet the Key Performance Indicators and to remedy any failure to meet the Key Performance Indicators expeditiously.

2 Performance Standards

2.1 Missed KPIs are cumulative over the course of one contract year only.

2.2 The Contractor must meet the Performance Measure for each identified KPI as set out in Table 1 below.

2.3 If during a Service Period the Contractor achieves a KPI, no Service Credit will accrue to the DFE in respect of that KPI.

2.4 The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges.

2.5 As may be reasonably requested by DFE, the Contractor shall monitor its performance against each of the KPIs and send the DFE a monthly report detailing the KPIs which were and were not achieved.

3 KPIs in Table 1

3.1 A failure to meet at least the required performance level will be considered a "Service Failure" in respect of the KPIs set out in Table 1 below, where the level of underachievement is 2% or more.

3.2 For example, in the case of the KPI *'At least 95% of trainees will qualify upon completion of the course'*, the performance level considered as a Service Failure is 93% (95% -2%).

3.3 If the Contractor's performance level constitutes a Service Failure in one or more of the KPIs listed in Table 1 during the relevant Service Period listed for each KPI, DFE will be entitled at its sole discretion, to reduce the total amount of Net Charges (less the amount of bursaries and course fees) payable to the Contractor for the single month in which the relevant KPI(s) was not met in accordance with this paragraph:

The reductions which shall apply to the Net Charges for any single month are:

- 1% of Net Charges for one KPI failed by 2% or more;
- 2% of Net Charges for two KPIs failed by 2% or more; and
- to a maximum of 3% of Net Charges for three or more KPIs failed by 2% or

more.

4 KPIs in Table 2

4.1 The KPIs in Table 2 are not subject to the reductions to Net Charges outlined above in clause 3 of this schedule.

4.2 The KPIs in Table 2 are subject to the Withdrawals, Deferrals, and Exemptions criteria at clause 3.7 of Schedule 1.

4.3 The Contractor shall endeavour to meet the KPIs in Table 2.

4.4 Not used.

5 Regular monitoring and discussions surrounding the KPIs in Table 1 and Table 2 will ensure the DFE is in a more reasonable position to exercise its discretion.

Table 1 KPIs

Table 1 KPIs

KPI	Service Period	Measure	Monitoring method
100% of all ITEP scheme places successfully filled by the Provider for each yearly intake.	At the commencement of the ITEP scheme each academic year for 2020, 2021, and 2022.	All 123 places are filled in each of the first, second and third cohorts	Report from the provider listing the names of trainees and confirming the total number of successful candidates admitted to the programme. To be submitted not less than 20 working days prior to the start of each academic year
At least 92% of trainees will qualify upon completion of their respective course	Each cohort for the duration of the contract	At least 351 students successfully obtain the qualification	Report from the Provider listing the total number and names of trainees successfully completing the course. To be submitted to the DfE within 20 working days of the end of each course for each cohort.
No more than 5% of students per cohort raise upheld grievance according to university standards	Each academic year for the duration of the contract	No more than 6 students per cohort (5% of 123)	Monthly Report in accordance with template provided by DfE

100% of bursaries paid in full and on time	The first academic year for each of the three cohorts.	100% of 123 students for each of the first, second, and third cohort	Submission of invoice in accordance with the agreed invoice submission and payment dates.
100% submission of monthly reports, which will update on recruitment, deferrals, placements and any causes of concern raised by trainees.	Per month for the duration of the contract	Reports will provide details of numbers of trainees who have: deferred, withdrawn, on placement and trainees who are causing any concern	Monthly Report in accordance with template provided by DfE
90% of respondents to the leavers survey in the trainees final year will rate the training as satisfactory or above	At the end of the trainees third cohort	Monitored by a mutually agreed survey, survey response rate maximised, rating the survey satisfactory or above	Provider to issue a mutually agreed annual survey
The Provider will attend at least one contract management meeting a year at the DfE office specified by the contract manager.	On-going for the duration of the contract	At least one meeting attended each year of the contract.	Face to face meeting

Table 2

KPI	Service Period	Measure	Monitoring method
Once started, use reasonable endeavours to prevent Trainees withdrawing from the EP course outside of the criteria prescribed at clause 3.7 of schedule 1.	The duration of the contract.	To ensure a minimum of trainees fall outside of the exemptions for withdrawals	All deferrals and withdrawals, particularly ones that fall outside of the 4 exemptions described in clause 3.7 are to be communicated to the DFE by the Contractor immediately.
95% of Graduates will find employment as an Educational Psychologist with an English Local Authority or other appropriate educational psychology organisation within 3 months of qualifying unless any of the exemptions contained within the contract apply.	For the first (2020) and second (2021) cohorts only, unless the Contract is extended, and then it shall include the third (2022) cohort, but not the fourth (2023) cohort	To ensure a maximum number of graduates will find employment as an educational psychologist with an English LA within 3 months of qualifying	Graduation data from employer. To be submitted within 20 working days of the 3 months ending.
95% of Graduates remain employed as Educational Psychologists by an	For the first (2020) and second (2021) cohorts only,	To ensure a maximum number of graduates will still be in	Graduation data from employer. To be submitted within 20

English LA for at least 2 years full time	unless the Contract is extended, and then it shall include the third (2022) cohort, but not the fourth (2023) cohort	employment as an educational psychologist with an English LA 2 years after graduation	working days of the 3 months ending.

Schedule 5

Implementation Plan

This Schedule 5 not used.

Schedule 6

Change Control Procedure

1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.

2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.

3 Either Party may request a Variation provided that such Variation does not amount to a material change.

4. The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.

5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.

6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.

7. The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.

8. The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.

9. The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

:

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

Variation Requested	
Originator of Variation **(tick as appropriate)**	**DFE** ☐ Contractor ☐
Date	
Reason for Variation	
Summary of Variation **(e.g. specification, finances, contract period)**	
Date of Variation commencement	
Date of Variation expiry **(if applicable)**	
Total Value of Variation £ **(if applicable)**	
Payment Profile (if applicable) **e.g. milestone payments**	
Revised daily rate (if applicable)	

Impact on original contract **(if applicable)**	
Supporting Information **(please attach all supporting documentation for this Change Control)**	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

Variation Agreed

For the Contractor:	**For the DFE:**
Signature.....	**Signature**.....
Full Name.....	**Full Name**.....
Title.....	**Title**.....
Date.....	**Date**.....

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

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

Schedule 7

Key Personnel and Consortium Members

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
[redacted]	Leader of NOREMIDSW Consortium	Until the end of the contract

Sub-Contractors Name and Address	Registered Office and Company Number	Related Product/Service Description	Sub-Contractors Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services
University of Bristol	University of Bristol Beacon House Queens Avenue Bristol BS8 1QU RC000648	Teaching of Postgraduate students	Minimum 8% of the work with the actual share TBC	Higher Education Provider
University of East Anglia	University of East Anglia Norwich Research Park Norwich Norfolk NR4 7TJ RC000651	Teaching of Postgraduate students	Minimum 8% of the work with the actual share TBC	Delivery of training

The University of Sheffield	Western Bank, Sheffield S10 2TN No company number (exempt)	Teaching of Postgraduate students	Minimum 8%, actual share TBC	Delivery of PGR Programme
The University of Nottingham	University Park, Nottingham NG7 2RD RC000664	Teaching of Postgraduate students	Minimum 8%, actual share TBC	Provider of Doctorate in Applied Educational Psychology
The University of Birmingham	The University of Birmingham Edgbaston Birmingham B15 2TT United Kingdom RC000645	Teaching of Postgraduate students	Minimum 8%, actual share TBC	Provider of Doctorate in Applied Educational Psychology
University of Exeter	Northcote House, The Queens Drive, Exeter, Devon EX4 4QJ	Teaching of Postgraduate students	Minimum 8%, actual share TBC	Provider of Doctorate in Applied Educational Psychology
The University of Newcastle upon Tyne (t/a Newcastle University	Newcastle University, King's Gate, Newcastle upon Tyne, NE1 7RU	Teaching of Postgraduate students	Minimum 8% share with actual share TBC	Delivery of all relevant services for students who are registered with Newcastle University such as teaching delivery, assessment, compliance, monitoring and meeting KPIs

Schedule 8

Data, Systems Handling and Security

Definitions

"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"** are interpreted accordingly;
"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"	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; (iiii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	shall have the meanings given in the GDPR;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"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

SCHEDULE 8 – ANNEX 1

DFE SECURITY STANDARDS

"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
"CCSC" "Certified Cyber Security Consultancy"	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: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
"CCP" "Certified Professional"	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: https://www.ncsc.gov.uk/scheme/certified-professional
"CC" "Common Criteria"	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.
"CPA" "Commercial Product Assurance" [formerly called "CESG Product Assurance"]	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa
"Cyber Essentials" "Cyber Essentials Plus"	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. 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: https://www.iasme.co.uk/apply-for-self-assessment/

"Department's Data" "Department's Information"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including: (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: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"DfE" "Department"	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.
"Good Industry Practice" "Industry Good Practice"	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.
"Good Industry Standard" "Industry Good Standard"	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.

"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
"HMG"	means Her Majesty's Government
"ICT"	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
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	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.
"Need-to-Know"	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.
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	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. 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.

"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No. 5 - Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
"SPF" "HMG Security Policy Framework"	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. https://www.gov.uk/government/publications/security-policy-framework
"Tailored Assurance" [formerly called "CTAS", or, "CESG Tailored Assurance"]	is an 'information assurance scheme' which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/cias-principles-and-methodology

1.1. The Contractor shall use reasonable efforts to comply or have equivalent standards 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 Not Used

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 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.

1.7 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.

1.8 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 or FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.

1.9 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 1.10 and 1.11 below.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 All new Contractor or sub-contractor staff recruited as part of the provision of this contract must 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 new Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.

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

1.17 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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 8 ANNEX 2

Processing, Personal Data and Data Subjects

This Annex 2 not used.

Schedule 8 Annex 3 Independent Controller Agreement

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation.
Subject matter of the processing	The subject matter of Processing is Personal Data of applicants, students, personnel and staff taking part in the study programme to be delivered by the University of Manchester.
Duration of the processing	Personal Data will be Processed for the duration of the Agreement (September 2019 – September 2025) until successful delivery of courses under the study programme and beyond in accordance with the University's data retention policy.
Nature and purposes of the processing	The Contractor and Sub-Contractors shall act as a Controller in respect of the Processing of Personal Data in relation to the student recruitment and admissions; registration and enrolment; promotional marketing activities; the management and delivery of the study programme; provision of access to its welfare services and facilities such as access to its IT and library services and its pastoral and counselling services; provision of student accommodation and career advice services; management of complaints, academic misconducts and appeals; the administration of funding opportunities such as stipends; provision of alumni services to the former students; it shall also Process Personal Data in relation to the staff from their organisations involved in delivering the study programmes; they will also process personal data for the purposes of compliance with its legal and statutory obligations including the discharge of its obligations under the current agreement; and administration and management of graduation ceremony.
Type of Personal Data	Names, addresses, dates of birth, NI numbers, telephone numbers, university grades, secondment address / locations, and only such data directly relevant to the performances of the services.
Categories of Data Subject	The Contractor's staff (including volunteers, agents, and temporary workers), Trainees and Graduates, and any other individual whose personal data is deemed by either independent Controller to be relevant to the performance of the services.

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	Each Controller shall destroy the data as soon as it is no longer required for the performance of the services. If any independent Controller requests their respective data be returned before the destruction of such data, the other parties shall comply within a reasonable timeframe.

1.1 Each Controller shall notify another Controller, where appropriate, immediately if any consider that the actions of another party's instructions or actions infringe the Data Protection Legislation.

1.3 The Parties 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 8 Annex 3, unless either Party is required to do otherwise by Law. If either are so required, the relevant Party shall promptly notify the other Party before processing the Personal Data unless prohibited by Law;

(b) ensure that they have in place Protective Measures, which are appropriate to protect against a Data Loss Event 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) Their Personnel do not process Personal Data except in accordance with this Contract;

(ii) They take all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that the Personnel:

(ii.i) are aware of and comply with their respective Party's duties under this clause;

(ii.ii) are subject to appropriate confidentiality undertakings with the Party;

(ii.iii) 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 otherwise permitted by this Contract; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the other Party has been obtained and the following conditions are fulfilled:

(i) the relevant Party 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 relevant Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

1.5 Each Party (including Sub-Contractors) shall notify the other Parties 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 in connection with Personal Data processed under this Contract;

(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 in connection with Personal Data processed under this Contract; or

(f) becomes aware of a Data Loss Event in connection with Personal Data processed under this Contract.

1.5 Taking into account the nature of the processing, both Parties shall provide each other with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.4 including by promptly providing:

(a) the other Party with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the other Party to enable the other Party to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the other Party at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the other Party following any Data Loss Event;

(e) assistance as requested by the other Party with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.6 Both Parties in compliance with the relevant articles of the GDPR shall:

(a) Provide information to data subjects under Article 13 and 14.
(b) Respond to data subject requests under Articles 15-22.
(c) Maintain records of processing under Article 30.

1.7 **Data Processor Obligations**

1.7.1 It is envisaged that the Contractor will act as a Data Processor for the DFE when discharging its obligations to the DFE under clause 3.6 of the main Agreement. To the extent that the Contractor Processes any Personal Data as a Processor on behalf of the DFE for the purpose of discharging its obligations under this Agreement, the Contractor shall

(a) only Process Personal Data for and on behalf of the DFE for the purposes of performing its obligations under this Agreement and only in accordance with the DFE's instructions from time to time, unless otherwise required by law;

(b) inform the the DFE immediately if it considers any of the DFE's instructions infringes Data Protection Laws;

(c) implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the DFE evidence of its compliance with such requirement;

(d) take all reasonable steps to ensure the reliability and integrity of any of its staff and independent contractors who have access to Personal Data and ensure that only staff and contractors who are required to assist in performing the contractual obligations have access to such Personal Data;

(e) not disclose Personal Data to a third party (including a sub-contractor or sub-processor) unless the third party agrees to terms which are substantially the same as the terms set out in this Agreement or in response to Third Party Requests where the Contractor is prohibited by law or regulation from notifying the DFE;

(f) not transfer any Personal Data to a Restricted Country unless such transfer is made in compliance with the Data Protection Laws;

(g) at the DFE's request use all reasonable endeavours to assist the DFE to comply with the obligations imposed on the DFE by or in relation to:

(i) the rights of Data Subjects;

(ii) assistance to the ICO; and/or

(iii) Data Protection Impact Assessments

provided that any such assistance shall be provided to the DFE subject to a fee payable to the Contractor to be agreed between the Parties.

1.8 The DFE's Data Protection Officer is [redacted] The Contractor's Data Protection officer is [redacted]. Each shall be the relevant Party's point of contact for the data subjects.

Schedule 9

Commercially Sensitive Information

1. All the information, including costing, supplied by the Contractor to DFE in response to the Initial Training for Educational Psychologists ITT.

Schedule 10

The Contractor's Solution

The emedded document below is the response form submitted by the Contractor as part of their tender documents in response to the Initial Training for Educational Psychologists ITT.

006-RESPONSE_FORM_8.5.19.pdf

Attachment 3

RESPONSE FORM

SC7: Requirements of the contract

The questions below require yes/no answers. All of these requirements are essential. If you are unable to provide a yes answer to any of these questions then your bid will not progress beyond this stage.

Area of specification	Question	Response
Be able to plan and deliver high quality training and placements for the Initial Training of Educational Psychologists	My organisation has HCPC approval is able to show evidence via a HCPC course approval letter or latest monitoring report; or	YES
	My organisation has developed a detailed plan including dialogue with HCPC to ensure approval from them can be obtained prior to the recruitment of trainees for the start of the 2020/21 academic year	N/A
	You must be able to answer yes to one of the above questions	
Allocation and the distribution of training courses and providers across England	My organisation is able to/has the detailed plans to be able to provide the Initial Training for Educational Psychologists in England	YES
Plan and deliver high quality placements and distribution	My organisation is willing to support the accreditation of the placement process	YES
Support the application process, recruiting to allocated numbers and retaining high quality candidates from a diverse range of experiences (section xx of the specification)	My organisation will adhere to the entry requirements as laid out in the specification	YES
	My organisation agrees that recruitment will be taken in accordance with the terms and conditions of funding set out for the trainees by the DfE	YES

Performance monitoring, data collection and contract management	My organisation will support the annual trainee satisfaction survey process	YES
	My organisation agrees to provide monthly reports and attending contract management meeting with DfE at the nearest DfE site	YES
	My organisation agrees to provide data or support data collection on all of the following: • all instances of long-term trainee absence, performance issues and any other significant issues which may affect a trainee's ability to complete the training • destination data on where trainees have been placed in years two and three along with the steps they have taken to ensure that trainees have been placed with those English local authorities in greatest need of trainees • details of the number of trainees successfully completing the training • details of the number of trainees obtaining employment with an English local authority within 3 months of successfully completing the training	YES
Providing value for money and costs: bursaries (section xx of the specification)	My organisation agrees to distribute bursaries to year one trainees of all of the cohorts covered by this contract	YES

SC8 Award Criteria

Technical Requirements – weighted 70% of overall bid score

ITEP course management

Please describe and evidence how you plan to manage the ITEP course, including your organisational management and reporting structure, risk management, and contingency planning.

Your evidence should include but not be limited to:

- the number of trainees you will be able to recruit, train, and certify to Doctorate level
- A detailed plan and methodology setting out delivery of the course
- quality assurance of the training must be delivered to the highest standard utilising suitably qualified and experienced personal, supported through appropriate reporting and management board arrangements
- How you will effectively market the course to as large a number of potential applicants as possible. The Provider shall use its expertise in determining the most effective approach at the graduate market
- how resources and funding will be managed including the distribution of course fees and trainee's bursaries / salaries
- milestones and the steps required to achieve them
- key risks, mitigations and contingency plans
- Before the first cohort of trainees commence, providers will need to be security certified under the Cyber Essentials scheme.
- how delivery failure in any aspect of the training will be managed. For bidders in cooperation with more than one university, how this will be managed across universities and across courses
- managing trainee deferrals and withdrawals from the course
- contract exit proposals
- detailed strategy of how the training provider(s) plan to work successfully in partnership with other organisations to achieve the aims of the contract
- How you will ensure that all trainees shall work as a Health & Care Professions

Council (HCPC) registered Educational Psychologist within a Local Authority in England for no less than two full calendar years immediately after graduation.

Weighting: 25% of Technical Requirements

1. ITEP Programme Management

1.1 Planning and delivery of ITEP

Under the leadership of The University of Manchester, The Universities of Birmingham, Bristol, East Anglia, Exeter, Manchester, Newcastle, Nottingham and Sheffield, the NOREMIDSW 'consortium' was established in order to manage the delivery of high quality ITEP across seven main regions of England (East Midlands, North-East, North-West, South West, West Midlands, Yorkshire and Humberside and the East region). The University of Manchester will be the sole contract holder with the DfE. Subcontracts will be issued to consortium partners, with the option to vary subcontracts according to performance monitoring. The consortium has an internal structure, detailed in the attached organogram, which identifies academic, IT, contractual, administrative and financial representatives at each institution. From The University of Manchester, the overall consortium director will be Prof Kevin Woods and the consortium manager will be Ms Monique Brown.

1.2 The number of trainees recruited, trained and certified to doctorate level

The universities of NOREMIDSW are geographically positioned to provide educational psychologist (EP) trainees across seven regions of England (North-East, North-West, Yorkshire and Humber, West Midlands, East Midlands, East, South West). The distribution of training institutions within each region supports provision of qualified EPs to each of these regions.

Extrapolating the age 5-19 child population data from within the DfE's March 2019 research report on 'Research on the Educational Psychologist Workforce' (cf. p. 28 Table 3.2), the regions of NOREMIDSW encompass 67.47% of the 5-19 child population. Therefore, as a consortium, our maximum offer would be to train 67.47% of the available 206 ITEP places (206 x 0.6747 = 138.99) = 139.

However, this can only be delivered where there is sufficient capacity of local authority psychological services across the regions of NOREMIDSW to provide bursaried practice placements for trainee EPs in both years 2 and 3 of the programme for each cohort of the award. In the period since the issuing of the ITT we have scoped capacity with our regional representatives of the National Association of Principal Educational Psychologists (NAPEP). This scoping has identified annual practice placement capacities in Table 1 below:

Table 1 – Annual practice placement capacity indications by NOREMIDSW region

UNIVERSITY	REGION	PRACTICE PLACEMENTS CAPACITY
Newcastle	NE	12
Manchester	NW	24
Sheffield	Y+H	18
Nottingham	EM	16
Birmingham	WM	18
Bristol + Exeter	SW	20
UEA	East	15

Therefore the bid from NOREMIDSW is for **123** places per year.

The process for actual allocation of the places to each consortium university will address relevant sections of the ITT as below:

1. *'attempt to address the shortage of EPs in Local Authorities with the most need'* (page 12).
2. *'You should explain where the training will take place, in which Local Authorities Placements will be offered to students, and how this addresses need in those areas...it is crucial you demonstrate how you are addressing EP shortages and in which regions'* (page 14).
3. *'Evidence for the steps you will take to ensure that local authorities in greatest need have had trainees on placement'* (page 15).

We will allocate places to universities and practice placements to local authority EPSs in accordance with need, insofar as regional practice placement capacity allows.

However, there is no simple currently available metric which reliably indicates need/ potential shortage within EPSs. Neither child population, nor EP:0-19 yrs CYP ratio, nor EP:0-25 yrs CYP ratio, nor EP vacancies, nor statutory assessment levels, nor traded work potential, alone are reliable indications of EP shortage and service need. In addition, a current 'ideal' EP:CYP ratio is not available. Therefore we will undertake development work in partnership with local authority regional NAPEP groups across all of the NOREMIDSW regions to identify a best fit formula by which to calculate an agreed 'index of need' to be applied to each local authority EPS. A 'task and finish' group, comprising representatives of each consortium university and each NAPEP regional association, will complete this work between July-Nov 2019 and regional allocation calculations from local index of need data will be made by Feb 2020. NOREMIDSW universities have already considered possible formulae by which an index of need may be calculated, and a process by which this would then be applied to allocation, so the task and finish group will be able to engage quickly with the task.

NORMIDSW trainee EP completions in the three-year period 2015-2017[1] show a 96% completion rate (name added to HCPC passlist by the approved university). This level will be maintained through diligent adherence to university and professional requirements within each NOREMIDSW university. Indeed the consortium structure itself provides mutual support to this due diligence.

1.3 Quality assurance ensuring delivery of contract to the highest standard using suitably qualified personnel; appropriate reporting and management board arrangements

Each consortium member is an HCPC approved and BPS accredited doctoral programme for the initial training of educational psychologists (ITEP). Through due diligence, HCPC approval and BPS accreditation will be maintained throughout the period of the contract and will ensure by their provisions that only suitably qualified personnel deliver the programme. The consortium structure itself provides mutual support to this due diligence. All consortium university regional educational psychology service partners are fully committed to continuing to meet the required training standards of HCPC and BPS. As lead organisation, The University of Manchester will formally monitor each month each consortium programme's HCPC ongoing approval as an ITEP provider. Outcomes of monthly monitoring across all the universities will be highlighted each month to DfE by the project director from The University of Manchester.

All eight consortium universities have in place a range of robust accountability mechanisms for quality assurance and enhancement, in full compliance with The Quality Assurance Agency for Higher Education. These include:

- Ratification of external examiners' scrutiny and report upon trainee work and meetings with trainees and subsequent report to the Vice Chancellors;
- Annual internal monitoring processes and periodic university quality assurance processes;
- HCPC annual monitoring exercises and six-yearly programme reviews by the BPS; and
- Programme-specific evaluation and monitoring systems, e.g. formal feedback, practice placement setting feedback, Stakeholders' Committee meetings.

For contract monitoring and provision enhancement, NOREMIDSW will hold twice-yearly Project Management Board (PMB) meetings between all consortium members and placement provider representatives from across its seven regions.

1.4 Effective programme marketing to largest number of appropriately qualified and

[1] This is the most relevant time period for this metric as university doctorate study allows a four-year completion period to include three years full registration plus additional submission pending period to allow for thesis corrections and, where necessary, re-examination before full completion.

experienced potential applicants.

The Association of Educational Psychologists (AEP) website offers guidance for all interesting in accessing the Educational Psychology Funded Training (EPFT) scheme (see link). The NOREMIDSW consortium universities will continue to promote and support the AEP coordinated approach to the organisation of trainee applications. Each of the eight consortium providers will also continue to arrange marketing of their specific programme via university websites information events and cooperation with local service providers to optimise contact between potential applicants and practising educational psychologists. Marketing information from each university will at each level promote our positive and proactive approach to ITEP recruitment which moves towards reflection within the profession of the social diversity found within the communities which EPSs serve. This will include explicit welcoming of applications from people of ethnic minority heritage, persons with disabilities and male applicants.

Marketing will highlight the requirements of the contract including commitment to working immediately after graduation as an HCPC registered EP within a local authority in England for no less than two full calendar years. Each successful applicant will be required to sign an agreement prior to admission which confirms their understanding of their obligations in this respect.

1.5 Resource/ funding management

Through the structure specified in 1 above, the consortium has an established track record of efficient management of resources and funding managed centrally through The University of Manchester, using separate payment schedules for fees funding and Year 1 bursaries. Allocations of Year 2 and 3 placements are managed through the NOREMIDSW Placement Allocation Process. Year 2 and 3 trainee bursaries are then managed entirely at each consortium university base. Each consortium university has in place an established administrative infrastructure which effectively manages disbursement of monthly bursary payments to each trainee over the three years of the programme.

1.6 Project milestones

Outcomes	Milestones	Completion Date
Planned number of graduates by 2023/2024/2025	Selection of trainees using the national AEP online application portal and university. Regional shortlisting and selection systems	April 2020/2021/2022
	Enrolment	Sept 2020/2021/2022
	Trainee progress check (end of Y1)	July 2021/2022/2023
	Placements agreed and funded for Y2 & Y3	June 2021/2022/2023
	Research components completed	July 2023/2024/2025
	Completion and eligibility to apply for HCPC Registration	Sept 2023/2024/2025

1.7 Risks, mitigation and contingency plans

Risk	Likelihood Rating	Impact	Triggers	Mitigation and Contingency Planning
Shortage of year 2/ 3 practice placement bursary funds	Low	High	Economic constraints within practice placement settings	Placements availability has been scoped in advance of this bid PMB works proactively to match registered trainee EPs to closest available placement. Recruitment reviewed annually by NOREMIDSW PMB Trainee places allocations adjusted in event of previously unanticipated regional shortfall.
Programme approval discontinued	Low	High	HCPC annual monitoring indicates discontinuation of programme approval.	Curriculum, learning opportunities/outcomes revised and published; Staff have clear roles within specific aspects of course; Close attention to HCPC and BPS standards. Consortium structure facilitates transfer to other programme provider if needed.