



Department
for Education

THE SECRETARY OF STATE FOR EDUCATION

- AND -

THE SUPPLIER

Call Of Contract for the supply of the set up and delivery of the 2025 Cohort under the Framework Agreement for the provision of Initial Teacher Training and Early Career Framework (ITTECF)-Based Training ("ITTECF2025") based training for Early Career Teachers

Version Control		
Version	Date	Comments
1.0	9 th January 2025	First version as executed

MODEL CALL OFF ORDER FORM AND CALL OFF TERMS

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Initial Teacher Training and Early Career Framework Early Career Framework (ITTECF)-Based Training.

The Supplier agrees to supply the Services specified below on and subject to the terms of the attached Call Off Contract.

For the avoidance of doubt, this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Conditions of Contract.

1.	Buyer	THE SECRETARY OF STATE FOR EDUCATION (the "Department") acting as part of the Crown (the "Buyer"). Its offices are on: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
2.	Supplier	Name: UCL CONSULTANTS LTD (the "Supplier") Address: 90 Tottenham Court Road, London, England, W1T 4TJ Registration number: 03332258
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being: Set Up Activity: <ul style="list-style-type: none"> i. Delivery of all Programme Set Up activity, including the development of Training Content (including School-Led Materials), and meeting of associated Milestones; and ii. Delivery of the Digital Set Up and meeting of associated Milestones. Delivery of the 2025 Cohort: <ul style="list-style-type: none"> iii. Targeting of Participants and Mentors and meeting the recruitment targets set out in Table 12 of the Specification iv. Management of relationships with Schools and other stakeholders; v. comply and collaborate with the QA Function and respond to feedback, as part of continuous improvement; vi. collaborate and comply with the requirement's Department's Supplier Relationship Management Function and provide Management information vii. be part of the Lead Provider Community; viii. manage Subcontractors, report on performance and providing Management Information; ix. check and confirm Participant eligibility for Department funding; x. notify the Department of any withdrawals, deferrals and deferral restarts; and xi. deliver the Supplier's Social Value Plan see Schedule 2 (Specification) for full details.
4.	Contract references	[Jaggear Contract reference and Purchase Order Number when awarded]
5.	Not Used	
6.	Collaborative working	The Collaborative Working Principles apply to this Contract.

	principles	See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	1 st January 2025
9.	Expiry Date	1 st October 2028
10.	Extension Period	<p>The Department shall have the right to request in writing that the Contract Period be extended for one or more period on one or more occasions, but the maximum cumulative Extension Period shall not be longer than the original Contract Period.</p> <p>The Department notifies the Supplier when it wishes to exercise this right, and the Contract is amended in accordance with clause 28.</p>
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the "this Contract")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Call Off Order (b) Any Special Terms (see Section 14 (Special Terms) in this Call Off Order) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 10 (Service Levels) (vii) Schedule 11 (Continuous Improvement) (viii) Schedule 13 (Contract Management) (ix) Schedule 14 (Business Continuity and Disaster Recovery) (x) Schedule 16 (Security) (xi) Schedule 17 (Service Recipients) (xii) Schedule 18 (Supply Chain Visibility) (xiii) Schedule 19 (Cyber Essentials Scheme)

		<p>(xiv) Schedule 21 (Variation Form)</p> <p>(xv) Schedule 22 (Insurance Requirements)</p> <p>(xvi) Schedule 23 (Guarantee)</p> <p>(xvii) Schedule 24 (Financial Difficulties)</p> <p>(xviii) Schedule 25 (Rectification Plan)</p> <p>(xix) Schedule 26 (Sustainability)</p> <p>(xx) Schedule 27 (Key Subcontractors)</p> <p>(xxi) Schedule 28 (ICT Services)</p> <p>(xxii) Schedule 29 (Key Supplier Staff)</p> <p>(xxiii) Schedule 30 (Exit Management)</p> <p>(xxiv) Schedule 32 (Background Checks)</p> <p>(xxv) Schedule 36 (Intellectual Property Rights)</p> <p>(i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13.	Not Used	
14.	Not Used	
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements	Security Requirements are as set out in Schedule 16 (Security)
17.	Charges	<p>The Supplier is paid for the Services in accordance with Schedule 3 (Charges)</p> <p>Indexation is not applicable</p>
18.	Estimated Year 1 Charges	Estimated Year 1 Charges are anticipated to be no more than £4m
19.	Reimbursable expenses	None
20.	Payment method	The Buyer pays the Supplier in accordance with Clause 4
21.	Service Levels	<p>The Recruitment Targets for this Order are as stated in Table 12 of the Specification</p> <p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 5% the total value of the Service Fee</p> <p>The Service Period is the period during which the Supplier shall provide the Services. The Service Period commences on the Start Date and ends on the Expiry Date. For the purposes of the payment of the Service Fee the Service Period is: 40 Month(s)</p>

		<p>A Critical Service Level Failure is: where the Supplier's performance against any of the Service Levels is categorised as 'Inadequate'</p> <p>The Supplier's Recruitment Targets are those stated in paragraph 8 of the Schedule 2 (Specification)</p>
22.	Liability	<p>[In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £20 million</p>
23.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24.	Contract management Meeting and Contract Management Reports	The Supplier shall provide the Buyer with Contract Management Reports attend Contract Management Meetings as set out in Schedule 13
25.	Guarantor	NOT USED
26.	Virtual Library	Not Applicable
27.	Supplier's Contract Manager	<p>Redacted Under FOIA Section 40, Personal Information</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
28.	Supplier Authorised Representative	<p>Redacted Under FOIA Section 40, Personal Information</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
29.	Supplier Compliance Officer	<p>Redacted Under FOIA Section 40, Personal Information</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
30.	Supplier Data Protection Representative	<p>Redacted Under FOIA Section 40, Personal Information</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
31.	Supplier Marketing Contact	<p>Redacted Under FOIA Section 40, Personal Information</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

32.	Key Subcontractors	Are as set out in Annex 1 to Schedule 27 (Key Subcontractors)
33.	Buyer Authorised Representative	<div>Redacted Under FOIA Section 40, Personal Information</div> <div></div> <div></div> <div></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer acting as part of the Crown:	
Signature:	Redacted Under FOIA Section 40, Personal Information	Signature:	Redacted Under FOIA Section 40, Personal Information
Name:	Redacted Under FOIA Section 40, Personal Information	Name:	Redacted Under FOIA Section 40, Personal Information
Role:	Redacted Under FOIA Section 40, Personal Information	Role:	Redacted Under FOIA Section 40, Personal Information
Date:	Redacted Under FOIA Section 40, Personal Information	Date:	Redacted Under FOIA Section 40, Personal Information

Witness signature:	Redacted Under FOIA Section 40, Personal Information	Witness signature:	Redacted Under FOIA Section 40, Personal Information
Name:	Redacted Under FOIA Section 40, Personal Information	Name:	Redacted Under FOIA Section 40, Personal Information
Role:	Redacted Under FOIA Section 40, Personal Information	Role:	Redacted Under FOIA Section 40, Personal Information
Date:	Redacted Under FOIA Section 40, Personal Information	Date:	Redacted Under FOIA Section 40, Personal Information

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Schedule 32 (Background Checks)
Schedule 36 (Intellectual Property Rights)

Part A - Core Terms

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Call Off Order. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Call Off Order;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Call Off Order to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Call Off Order.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets,and it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Call Off Order.

3.1.3 Where the Call Off Order states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations;
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle; and
- (f) being an active contributor to the Lead Provider Community.

3.2 NOT USED

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of this Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services

and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Call Off Order.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed Correctly Submitted Invoice, in cleared funds using the payment method and details stated in the invoice or in the Call Off Order.
- 4.4 A Supplier invoice is only valid if it is legible and includes:
 - 4.4.1 the date of the invoice;
 - 4.4.2 Supplier's full name and address;
 - 4.4.3 Contract reference number;
 - 4.4.4 Purchase Order number;
 - 4.4.5 the charging period;
 - 4.4.6 a detailed breakdown of the appropriate Charges including the Service Fee profile (paid and due), Deliverables, Milestones, and Outputs achieved (if applicable) and any other information as required by the Department to enable it to verify the amounts be charged;
 - 4.4.7 days and times worked (if applicable);

- 4.4.8 Service Credits (if applicable); and
- 4.4.9 VAT, if applicable.
- 4.5 The Buyer may retain, reclaim or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided. If Output Payments are made based on inaccurate MI returns or evidence being submitted, and it later emerges that Output Payments were incorrectly made for Participants who did not start, remain engaged or complete the programme, the Supplier credits the Department for the relevant incorrectly made payments.
- 4.6 The Supplier shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Subcontractors within 30 days from the receipt of a valid invoice. The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.
- 4.8 The Supplier shall submit the first invoice by 25th January 2025 and subsequent invoices shall be submitted by the 25th of the month following the month in respect to which the invoice relates, unless otherwise stated in the contract.
- 4.9 The Department shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 4.10 The Charges are exclusive of Value Added Tax ("VAT") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Supplier incurs in providing the Services, and performing all other obligations of the Supplier, under the Contract (unless expressly stated otherwise in the Contract). The Supplier shall notify the Department of any direct VAT charges for the delivery of the Contract. The Supplier shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 4.11 It is the responsibility of the Supplier to determine whether the Services they provide are subject to VAT. The Supplier shall take its own legal advice in determining the applicability of VAT for these Services and the Department cannot be held liable for any errors on the Supplier's behalf.
- 4.12 Invoices shall be submitted electronically by email to ECF.DELIVERY@education.gov.uk and the Department's Project Manager by the relevant date as specified in clause 4.8.
- 4.13 There is no postal address. Paper invoices or supporting documents will not be accepted. All supporting documents must be sent digitally along with the invoice to ECF.DELIVERY@education.gov.uk.

- 4.14 The Department shall not pay an invoice which is not a Correctly Submitted Invoice.
- 4.15 The Department shall not be responsible for any delay in payment caused by receipt of invoices which is not a Correctly Submitted Invoice and shall, within 10 Working Days of receipt, return to the Supplier for correction invoices that are not Correctly Submitted Invoices together with an explanation of the need for correction.
- 4.16 At the end of the Contract Period the Supplier shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Contract Period which have not already been invoiced to the Department. The final invoice shall be submitted not later than 30 days after the end of the Contract Period.
- 4.17 The Department shall not be obliged to pay the final invoice until the Supplier has carried out all of the Services and /or achieved all of the Milestones.

5. Not used

6. Record keeping and reporting

- 6.1 The Supplier must attend Contract Management Meetings with the Buyer and provide Contract Management Reports when specified in the Call Off Order.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Call Off Order states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Start Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.

For the avoidance of doubt, the Financial Report requirements are separate to the requirements of Paragraph 11 of Schedule 3 in particular relating to the requirement to maintain the Pricing Schedule.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

- 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 7.6 The provisions of Schedule 29 apply to Key Supplier Staff

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- (a) where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - (b) where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
 - (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

- 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 9.1.2 this Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.

- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:

- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
- 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the

Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

- 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
- 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Call Off Order. For the avoidance of doubt, the Contract will be extended to ensure ECTs and Mentors to ensure they are able to conclude their training.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Call Off Order) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

- (a) there's a Supplier Insolvency Event;
- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;

- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: **Error! Reference source not found.**, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

- 14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.
- 14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:
 - (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
 - (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

- 14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.
- 14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
 - (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

- 15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Call Off Order.
- 15.2 Neither Party is liable to the other for:
 - 15.2.1 any indirect Losses; and/or
 - 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

- 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.
- 15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.
- 15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

- 17.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Call Off Order. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
 - 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

- 19.1 Each Party must:
 - 19.1.1 keep all Confidential Information it receives confidential and secure;
 - 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

- 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses **Error! Reference source not found.** and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty-eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

- 21.1 If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

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

23. Other people's rights in this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").
- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which

may, if given, be given on and subject to such terms as the Buyer may determine.

- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.

- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

- 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
- 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Call Off Order.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

31.1 The Supplier must not during the Contract Period:

- 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
- 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

31.2 The Supplier must during the Contract Period:

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

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

- 31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act;
and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

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

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.

35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
- 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
 - 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

- 37.1.1 breach of Law;
- 37.1.2 Default of Clause 16.1; and
- 37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.
- 39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.5 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under this Contract;
 - 1.3.7 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and

1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;
Application Programme Interface (API)	a set of software interfaces facilitating the submission of Participant record information to the DfE as well as access to the Participant record information held by DfE for the Supplier's software rather than an end user;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to: <ul style="list-style-type: none">(a) verify the integrity and content of any Financial Report;(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);(c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;

- (d) verify the Open Book Data;
- (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
- (k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

"Auditor"

- (a) the Buyer's internal and external auditors;
- (b) the Buyer's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

"Beneficiary"

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

"Buyer"

the Department;

"Buyer Assets"

the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;

"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and</p> <p>information derived from any of the above;</p>
"Call Off Contract"	means a contract, including this Contract, that is entered into when the Buyer places an Order in accordance with Schedule 4 of the Framework Agreement;
"Call Off Order"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Call Off Order, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Cohort"	means a group of Participants that are receiving training from the Supplier;
"Cohort Commencement Date"	means the date that the first Participants commence their training programme, but it shall be no later than the 1st day of the September after the award of a Call Off Order;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Communications and Marketing Plan"	means the communication and marketing plan that the Supplier is required to complete at each Call Off, evidencing alignment with the requirement set out in the Communications and Marketing section of the Schedule 2 (Specification);
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Content Framework"	means the Initial Teacher Training and Early Career Framework;
"Continuous Improvement"	means the process of ongoing effort to make incremental improvements to services being delivered by the Supplier;
"Continuous Improvement Plan"	means the Supplier's continuous improvement plan developed and maintained in accordance with Schedule 11 of this Contract;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Call Off Order;

"Contract Management Meetings"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Contract Management Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Contract Period"	the term of this Contract from Start Date until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in Part A of this contract;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any

Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Software" or "Commercial off the shelf Software"

non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

"Critical Service Level Failure"

has the meaning given to it in the Call Off Order;

"Crown Body"

the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Crown IPR"

means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);

"CRTPA"

the Contract Rights of Third Parties Act 1999;

"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 Agreement, including any Personal Data Breach.

"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 UK GDPR, (ii) the DPA 2018 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; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Call Off Order;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access 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;
"Declarations"	means a Declaration made electronically by the Supplier to confirm that Participant has reached an Output;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	<p>any of the following:</p> <ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including

any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Department" or "DfE"	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
"Department's Digital Service"	means the ICT systems owned and operated by the Department relative to the Services which includes the Application Programme Interface (API) used to send participant information to and receive updates from the Supplier, as well as the user interface where participant data is registered by schools;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Diagnostic Tool"	Means the tool(s) designed by the Supplier to interrogate an ECT's knowledge and expertise;
"Digital Deliverables"	means digital related Services;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise

	under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Early Career Teacher" or "ECT"	means a newly qualified teacher in the first or second year of their induction;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;

"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Call Off Order;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: <ul style="list-style-type: none"> (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Evidence of Engagement"	the Management Information recorded by the Supplier to evidence a Participant's engagement, and to support Declarations in accordance with Schedule 3 of this Contract;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of this Contract as stated in the Call Off Order;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Call Off Order;
"Financial Distress Event"	The occurrence of one or more the events described in paragraph 4 of Schedule 24;

"Financial Monitoring Plan"

means the plan produced by the Supplier and updated in accordance with Schedule 4 (Financial Distress);

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

"Financial Transparency Objectives"

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and
- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

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

"Force Majeure Event"

any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;

- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
 - (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - (iii) any failure of delay caused by a lack of funds,
 and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;

"Force Majeure Notice"

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

Framework Agreement or "ITTECF2025"

means the framework agreement that the Supplier is a party to and under which this Call Off Order has been placed;

"General Anti-Abuse Rule"

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

"General Change in Law"

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

"Goods"

goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;

"Good Industry Practice"

At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Government"

the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	<p>the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;</p>
"Halifax Abuse Principle"	<p>the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
"His Majesty's Government" or "HM Government"	<p>means the duly elected Government for the time being during the reign of His Majesty and/or any department, committee, office, servant or officer of such Government;</p>
"HMRC"	<p>His Majesty's Revenue and Customs;</p>
"ICT Environment"	<p>the Buyer System and the Supplier System;</p>
"ICT Policy"	<p>the Buyer's policy in respect of information and communications technology, referred to in the Call Off Order (if used), which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;</p>
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <p>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract;</p> <p>(b) details of the cost of implementing the proposed Variation;</p> <p>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p>

	(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Call Off Order;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Independent Evaluation"	means the process by which the Department will facilitate an unbiased assessment of the ITTECF and / or the Supplier, to ensure that delivery is meeting the stated aims of the ITTECF policy;
"Independent Evaluator"	means the organisation engaged by the Department to undertake the Independent Evaluation;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of this Contract specified in the Call Off Order;
"Initial Teacher Training" or "ITT"	means a teacher training course leading to the award of qualified teacher status (QTS);
"Initial Teacher Training and Early Career Framework" or "ITTECF"	means the framework setting out what all ECTs will be entitled to learn about and learn how to do within their ITTECF-based programme alongside Induction;
Initial Teacher Training (ITT) Core Content Framework (CCF)	means Initial Teacher Training Core Content Framework (2019) available at https://www.gov.uk/government/publications/initial-teacher-training-itt-core-content-framework .
"Insolvency Event"	with respect to any person, means: <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

- (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an

effect equivalent or similar to any of the events mentioned above;

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none">(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and(c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ITTECF Policy" or "ECF Policy"	means the Department's policy associated with the ITTECF and the predecessor the Early Career Framework (2019) or ECF (Early career framework - GOV.UK (www.gov.uk)), that are updated from time to time;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"KPIs"	means the key performance indicators included in Table 1 of Schedule 12 of the Framework Agreement used to measure the performance of the Supplier;

"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, <p>and the Supplier shall list all such Key Subcontractors in the Call Off Order;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Lead Provider"	means a supplier of ITTECF-Based Training for ECTs and / or NPQ services to the Department;
"Lead Provider Community" or "Community"	means the group that each Lead Provider is part of who work together and collaborate to deliver the aims of objectives of the community and improve the provision of provider-led ITTECF-based training;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the

	malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Management information”	means the information generated and recorded by the Supplier during the Contract Period and submitted to the Department in accordance with this Contract
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
“Mentor”	means a teacher who is either receiving training from the Supplier or has already received mentor training, and who is mentoring one or more ECTs;
“Mentor Training Programme Content”	means the Training Content for Mentors;
"Marketing Contact"	shall be the person identified in the Call Off Order;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
National Institute of Teaching or the NIoT	means the National Institute of Teaching owned and operated by the School-Led Development Trust and who are contracted to the Department and a Lead Provider;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“National Professional Qualifications” or “NPQ”	means the professional development courses for teachers and leaders to develop skills, progress careers and improve outcome school outcomes.
"New IPR"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier’s obligations under this Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier’s Existing IPR;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;

"Notifiable Default"

means:

- (a) the Supplier commits a Material Default; and/or
- (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;

"Object Code"

software and/or data in machine-readable compiled object code form;

"Occasion of Tax Non –Compliance"

where:

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

"Ofsted"

Means the Office for Standards in Education, Children's Services and Skills;

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

- (iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
- (v) Reimbursable Expenses, if allowed under the Call Off Order;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period;

"Open Licence"

means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, and includes the Open Source publication of Software;

"Open Source"

computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Open Licence Publication Material"

means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;

"Overhead"

those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

"Parent Undertaking"

has the meaning set out in section 1162 of the Companies Act 2006;

"Parliament"

takes its natural meaning as interpreted by Law;

"Participant"

means any person(s) that is receiving ITTECF-Based Training from the Supplier;

"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Potential Participant"	means any person(s) that is the Supplier is seeing to recruit and/or deliver training to;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Pricing Schedule"	means the spreadsheet that details the Supplier's costs and prices associated with delivery of the Services;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Programme Set Up"	means the activity and Deliverables that the Supplier will undertake to ensure they are able to deliver the ITTECF-Based Training from September 2025;
"Prohibited Acts"	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

- (ii) under legislation or common law concerning fraudulent acts; or
- (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Protective Measures"

technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including 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 outlined in Schedule 16 (Security);

"Provider-Led Training"

means ITTECF-Based Training delivered by Lead Providers;

"Public Sector Body "

means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;

"Pupil Premium"

means additional funding for schools to improve the attainment of disadvantaged children as set out in section 5 of the Specification;

"Quality Assurance"

means how the Department or its representatives will measure the Supplier's performance in developing and delivering the training programme;

"Quality Assurance Function"

means the Department, or external body such as Ofsted, appointed by the Department, to monitor quality assurance delivery;

"Quality Failure"

means where Quality Assurance processes have identified a failure to adhere to the to meet the quality requirements or provide the Services in accordance the Call Off Contract;

"Recall"

a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;

"Recipient Party"

the Party which receives or obtains directly or indirectly Confidential Information;

"Recruitment Milestone"

means date at which the Supplier's performance against their Recruitment Target is measured;

"Recruitment Target"

means the recruitment targets set out Table 12 of the Specification relating to the number of ECTs and Mentors that the Supplier is required to recruit to a Cohort under this Call Off Contract;

"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;

"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"School-Led Materials"	means the materials developed by Lead Provider(s) and used by schools who deliver School-Led Training;
"School-Led Training"	means ITTECF-Based Training provided directly by schools to their ECTs and Mentors if they choose to not access Provider-Led Training;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Call Off Order (if used), in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self-Directed Study Materials"	means the study materials designed and developed by the Supplier for ECTs to undertake independent study based on specific sections of the ITTECF
"SEND"	means special educational needs and disabilities;
"Sequence"	means the sequence of the ECT Training Programme designed by the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);

"Service Period"	has the meaning given to it in the Call Off Order;
"Service Proposals"	means the proposals included in the Supplier's Tender to deliver the Services;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and Part C of Schedule 26 (Sustainability);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and Part C of Schedule 26 (Sustainability);
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability);
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 36 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Call Off Order incorporated into this Contract;

"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"Standards"	<p>any:</p> <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date on which the final Party has signed this Contract;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	<p>means:</p> <ul style="list-style-type: none"> (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a Material Default which is irremediable; (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;

	<ul style="list-style-type: none"> (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Call Off Order;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Staff"	all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Call Off Order, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);

"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	means a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	<ul style="list-style-type: none"> (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract; (c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Call Off Order appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier's Digital Learning Solution"	means a digital learning solution that the Supplier will develop in accordance with section 16 of the Specification;

"Supplier's Digital System"	means the Supplier's technology and Supplier System used to administer Participants. This may include but is not necessarily limited to a customer record management system and enterprise resource planning system;
"Supplier's Integrations"	means the digital requirements described in 16.25 through to 16.34 of the Specification;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Teacher Recruitment and Retention Strategy"	means the strategy the Department is taking to ensure recruitment and retention of teachers in England, as further detail at Teacher recruitment and retention strategy - GOV.UK (www.gov.uk) ;
"Teacher Reference Number (TRN)"	means a unique identifier for each teacher, allowing them to evidence teaching qualifications.
"Teachers' Standards"	means the standards (found here Teachers' standards - GOV.UK (www.gov.uk)) which set the minimum requirements for teachers' practice and conduct;
"Teaching School Hubs or TSH"	means the 87 school-led organisations who provide professional development to teachers at all stages of their careers;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Training Content"	means the training content designed by the Supplier;
"Training Programme"	means the programme designed by the Supplier and delivered to Participants;
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Call Off Order.

Schedule 2 (Specification)

1. INTRODUCTION

Introduction

- 1.1. This Specification sets out the Department's requirements for the delivery of Initial Teacher Training and Early Career Framework (ITTECF)-based training for Early Career Teachers (ECTs) under the Framework Agreement. The Supplier provides the Services in accordance with this Specification when awarded a Call Off Contract. Where applicable, the Specification is refined to accommodate the requirements of each Call off Order.

Background and context

Initial Teacher Training and Early Career Framework-based training

- 1.2. From Initial Teacher Training and early career induction, including ITTECF-Based Training, through to Specialist and Leadership National Professional Qualifications (NPQs), the Department has revolutionised teacher training and development by defining the evidence-based knowledge and skills that define great teaching into frameworks, and designing delivery models to maximise fidelity to the underlying frameworks. These congruent frameworks create a 'golden thread' of evidence that underpins professional development for teachers and school leaders at every career stage.
- 1.3. Statutory induction should provide early career teachers (ECTs) with a firm foundation for a successful career in teaching, and is required to support ECTs in demonstrating that they have met the Teachers' Standards. All organisations that offer statutory induction to ECTs must comply with the same statutory requirements.
- 1.4. The Department rolled out changes to statutory induction across England in September 2021. These reforms extended statutory induction from one year to two years and entitled ECTs to an induction based on the Early Career Framework (ECF). The objective of these reforms is to raise teacher quality by strengthening induction support for ECTs. In turn, it is expected that this will improve ECT retention and teacher quality, improving pupil outcomes. As with the suite of professional development reforms, it is important that the benefits of early career induction are felt nationwide, with a universal national offer available.
- 1.5. The ECF was first published in 2019 and sets out what early career teachers are entitled to learn about and learn how to do when they start their careers. The ECF is aligned, and now combined, with the Initial Teacher Training Core Content Framework (CCF), which defined in detail the minimum entitlement of all trainee teachers.
- 1.6. Both the ECF and the CCF were based on the most up-to-date research into excellent teaching practice when they were published in 2019. However, evidence does not stand still, and when launching the CCF and ECF the Department committed to ensuring that the frameworks are informed by the latest developments in the evidence base. Building on what we have learned from the first few years of CCF implementation and ECF delivery, we have reviewed and revised the CCF and ECF into a single combined framework, covering the first three years or more at the start of a teacher's career. The combined, updated document is known as the Initial Teacher Training and Early Career Framework (ITTECF) was published in January 2024.

- 1.7. Suppliers will need to use the ITTECF as the foundation of their Training Programmes for delivery by September 2025. The framework is available here: <https://www.gov.uk/government/publications/initial-teacher-training-and-early-career-framework>
- 1.8. An ITTECF-based induction comprises of two or more years of support, including:
- 1.8.1. A trained Mentor, with expertise in the evidence and practice of ITTECF, with additional funded time away from the classroom to support the ECT(s); and
 - 1.8.2. Funded time away from the classroom (10% in year 1 as now and an additional 5% off timetable in year 2) to undertake training, covering all of the ITTECF 'learn that' and 'learn how to' statements.
 - 1.8.3. For those schools choosing to follow a provider-led approach to an ITTECF-based induction, covering all of the ITTECF 'learn that' and 'learn how to' statements would be through a minimum 112-hour curriculum of training, including:
 - Self-directed study sessions (at least 23 hours).
 - Mentor sessions (~ 59 hours).
 - Training sessions (at least 30 hours).

To ensure they can commit time to undertake their training, ECTs are entitled to 10% off timetable in their first year of induction and 5% in their second year. This equates to 87 hours and 44 hours respectively; a total of 131 hours. The Supplier's programme shall not exceed 131 hours.

- 1.9. The Department provides support for schools to implement the new induction requirements and to minimise the burden on them. This support includes:
- 1.9.1. High quality, freely available training materials for schools to use to develop and deliver their own induction programmes for their ECTs. These materials translate the content of the ITTECF into a structured induction programme with supporting materials that cover each statement in the ITTECF;
 - 1.9.2. Funded training programmes for ECTs delivered by Lead Providers; and
 - 1.9.3. Funded Mentor training. Mentoring is fundamental to the successful delivery of ITTECF-based induction. Schools have access to high quality training for their Mentors. This Mentor training is related to the ITTECF and delivered by Lead Providers.

Delivery of Provider-led early career induction training

- 1.10. Suppliers appointed to the Framework Agreement will, subject to Call Off contracts awarded under the Framework, deliver ITTECF-Based Training to ECTs from September 2025 to September 2028. In addition, the School-Led Development Trust who operate the National Institute of Teaching (NlOT) provide ITTECF-Based Training to ECTs under a separate sole-supplier framework agreement.
- 1.11. Suppliers are required to deliver Training Programmes that support the continuation of reformed ITTECF-based induction across England (see section 7). Suppliers must understand the context of the ITTECF reforms, including:
- The Initial Teacher Training and Early Career Framework, which sets out what early career teachers are entitled to learn about and learn how to do: [Initial teacher training and early career framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/initial-teacher-training-and-early-career-framework).
 - The Department's Teacher Recruitment and Retention Strategy, available at: <https://www.gov.uk/government/publications/teacher-recruitment-and-retention-strategy>.

- The Department for Education’s Induction for newly qualified teachers (England) Statutory guidance for Appropriate Bodies, headteachers, school staff and governing bodies, available at:
<https://www.gov.uk/government/publications/induction-for-early-career-teachers-england#full-publication-update-history> (N.B. statutory guidance is due to be updated to reflect framework and delivery changes to be implemented from 2025).
- The National Standards for school-based initial teacher training Mentors, available at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536891/Mentor_standards_report_Final.pdf
- The Teachers’ Professional Development Standard, defining good professional development for teachers, available at:
<https://www.gov.uk/government/publications/standard-for-teachers-professional-development>
- The Education Endowment Foundation’s research on effective professional development, available at:
<https://educationendowmentfoundation.org.uk/education-evidence/guidance-reports/effective-professional-development>

Teaching School Hubs

- 1.12. Teaching School Hubs (TSHs) are at the heart of the Department’s commitment to ensuring that teachers receive high-quality training and development at every stage of their career, providing a backbone of delivery across the country. TSHs are expected to continue to play a central role in delivering ECT training. Their role in professional development makes it easier for schools and teachers to identify what opportunities and support are available to them.

Appropriate Bodies

- 1.13. Appropriate Bodies are the organisations that quality-assure statutory teacher induction. From September 2024, TSHs will become the main provider of Appropriate Body services. TSHs that are also Appropriate Bodies are permitted to deliver services for ITTECF-Based Training for ECTs which means that they can deliver early career training to a school for which they are also the Appropriate Body. However, schools receiving ITTECF-Based Training for ECTs from a TSH do have the choice to use a different organisation for their Appropriate Body if they wish to do so.

2. SCOPE

- 2.1. The general Scope of Services that the Supplier shall deliver is as follows:
 - 2.1.1. design of training materials for ECTs and Mentors (e.g. self-study content, material for taught sessions) (see Section 7);
 - 2.1.2. provision of Digital Deliverables, including a Digital Learning Solution capable of offering high-quality online learning experiences and managing largescale and complex data requirements to enable delivery of the Training Programme, tracking and payment (see Section 16);
 - 2.1.3. provision of training for ECTs and Mentors in a variety of formats (e.g. online and face-to-face) that works for participants across all educational settings and with a variety of start dates and training pattern requirements (see Section 7)
 - 2.1.4. where applicable, management of a largescale network of Subcontractors (“delivery partners”) (see Section 6);

- 2.1.5. recruitment activity (see Section 6);
 - 2.1.6. administration of comprehensive Management Information and compliance with performance 2.1.7 management requirements (see Section 12);
 - 2.1.7. compliance with quality assurance arrangements and continuous improvement processes (see Sections 11 & 18 respectively);
 - 2.1.8. marketing and communications activity within the scope of the Government Communications 2.1.10 Service (GCS) Professional Assurance (PASS) controls (see Section 15);
 - 2.1.9. collaboration with other Lead Providers which includes sharing of good practice and
 - 2.1.10. identifying areas for improvement with the Department and other key stakeholders that will benefit the overall delivery of the Services.
- 2.2. The specific Services will be as set out in the Call Off Order.

3. OBJECTIVES

- 3.1. The Department's objective for ITTECF-based Training for ECTs is to improve teacher retention and quality and, in turn, improve pupil outcomes. We have continuously monitored ECF-based training since its introduction. Evaluation findings from the ECF reforms ([Early career framework induction evaluation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/early-career-framework-induction-evaluation)) indicate that ECTs' confidence has grown, more participants report overall satisfaction than dissatisfaction, and Mentoring especially is highly valued. The overall objectives of ITTECF-Based Training for ECTs are to:
- 3.1.1. improving the quality of teaching;
 - 3.1.2. improving the retention rates of teachers;
 - 3.1.3. supporting the development of the teaching workforce;
 - 3.1.4. helping to improve the educational outcomes of children; and
 - 3.1.5. delivery of Social Value specific objectives.
- 3.2. Lead Providers shall help the Department achieve its objectives by meeting Participant recruitment and retention targets, ensuring that training for ECTs and Mentors appropriately covers all ITTECF content, ensuring that ECTs and Mentors engage in the Training Programme as fully as possible, have positive experiences while participating in Provider-Led Training, and meeting requirements for content and training quality.

4. DELIVERABLES

- 4.1. The Deliverables for this Contract are as stated in the Call Off Order.

5. GOVERNANCE, MANAGEMENT AND RESOURCING

- 5.1 The Supplier implements and maintains management arrangements to ensure the provision of the Services is in accordance with the requirements of this Contract.
- 5.2 The Supplier shall ensure:
- 5.1.1. it has documented management and quality management processes and procedures;

- 5.1.2. it has sufficient resources that are suitably qualified and / or experienced to deliver the Services. The Supplier shall maintain an organogram that details roles and responsibilities and who is responsible for the management and provision of the Services. The Supplier notifies the Department in the event it wishes to change the level of resource allocated to the provision of the Services;
- 5.1.3. there is a clear line of responsibility for decision-making and defined roles and responsibilities for all individuals (including those employed as or by Subcontractors) involved in the provision of the Services;
- 5.1.4. it keeps records (minutes and/or audio/video recordings where appropriate) of internal management meetings and any meetings involving external parties (including those with supply chain partners);
- 5.1.5. that individuals with senior and decision-making authority and responsibility for quality assurance have the necessary skills, qualifications and experience to allow them to undertake their role effectively;
- 5.1.6. it keeps records and details of the decisions taken relevant to the provision of the Services;
- 5.1.7. it records details of expenditure relevant to the provision of the Services and operates a procurement policy that ensures fairness and transparency, promotes opportunities to Small and Medium Enterprises and there is segregation between the role of the buyers and with the responsibility for financial approvals and payment of invoices; and
- 5.1.8. it complies with Schedule 12 of the Framework Agreement and any additional governance and/or management and reporting requirements specified in individual Call Off Orders.

6. LEAD PROVIDERS DELIVERY MODEL AND ITS SUB-CONTRACTORS

- 6.1. The Supplier shall maintain a delivery model that ensures they can provide the Services in accordance with this Specification and that has the capacity to deliver ITTECF-Based Training to a minimum of 2,000 (two-thousand) ECTs and associated Mentors during each and every Cohort it is awarded a Call Off Order for. The Supplier's delivery model is as set out in the Service Proposals which is subject to refinement and / or change to accommodate the requirements set out in the Call Off Order.
- 6.2. Where the Supplier delivers their Training Programmes in partnership with Delivery Partners, e.g., Teaching School Hubs (TSHs), the Supplier adheres to the minimum selection criteria for such partners as set out in Table 1 below.

Table 1: Minimum selection criteria for different types of Key Subcontractors	
Commercial organisations, charities, Higher Education Institutions and consultants	Schools, trusts, TSHs and ITT providers

<p>Potential Subcontractors must:</p> <ul style="list-style-type: none"> i. meet with the same assessment criteria as the Supplier is subject to in respect of parts 1 & 2 of the Selection Questionnaire; ii. have no unmanageable conflicts of interest or reputational risk to the Department or the Supplier; iii. have no unresolved performance issues on any contract they have with the Department. 	<p>Potential Subcontractors must:</p> <ul style="list-style-type: none"> i. demonstrate sustained high performance for all pupils/participants; ii. demonstrate fidelity to the ITTECF as appropriate; iii. be graded 'Good' or 'Outstanding' for overall effectiveness by Ofsted; iv. have no unmanageable conflicts of interest or pose a reputational risk; and v. have no unresolved performance issues.
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- 6.3 The Supplier must include details of all of their proposed Subcontractors in their Service Proposals which are submitted with each Tender.
- 6.4 The Department reserves the right to undertake its own due diligence on any of the Supplier's Subcontractors, to ensure compliance with the minimum criteria in Table 1 (including requesting copies of subcontracts). Clause 7 of the Call Off Contract set out the provisions relating to Subcontractors (including removal thereof in accordance with Clause 7.12).

7. PROGRAMME SPECIFIC REQUIREMENTS

Overall requirements

- 7.1. The Provider-Led Training Programme includes 7 elements:
- 7.1.1. Product 1 – Sequence
 - 7.1.2. Product 2 – Diagnostic Tools
 - 7.1.3. Product 3 – Self-Directed Study Materials
 - 7.1.4. Product 4 – ECT Training Programmes
 - 7.1.5. Product 5 – Mentor rials
 - 7.1.6. Product 6 – Mentor Training Programmes
 - 7.1.7. Product 7 – Digital Deliverables¹
- 7.2. ITTECF-Based Training for ECTs is designed to build on learning from Initial Teacher Training (ITT). Suppliers are expected to translate existing (2020) DfE accredited ECF materials (formerly known as Core Induction Programme or 'CIPs') so they are (a) more suitable for ECTs who are already familiar with the evidence base and (b) so they offer tailored experiences for ECTs based on their prior knowledge and expertise. Suppliers' content must be integrated with Diagnostic Tools (see Table 2 below) and offer tailoring according to ECTs' prior knowledge and expertise.
- 7.3. For example, Suppliers could create materials which place different emphasis on the needs of ECTs relating to their understanding of pedagogical content, analysis of application and expertise in implementing the knowledge into their own practice. This could result in differences of challenge in ITTECF-Based Training for ECTs:

¹ Section 16 sets out the Digital Deliverables

- (1) materials that are similar to existing CIPs in the level of challenge they present in emphasising the understanding and analysis of pedagogical concepts, but that position content as familiar (e.g. acknowledging that participants have previously encountered concepts/ pieces of research and had some experience of these being applied);
- (2) materials which also position content as familiar, but that cover the framework more concisely and present a greater level of challenge in the implementation of good pedagogical practice (a change in pitch). Making content more concise could include (i) reusing only part of a section from an existing CIP and/or (ii) redrafting a section from an existing CIP in order to summarise it further, while adding greater analysis or practice of implementation

7.4. The Supplier shall comply with guidance relating to flexibility, which is issued periodically by the Department, when designing and delivering their Training Programme.

7.5. A brief summary of each of the elements the Supplier must design can be found in Table 2 below:

Table 2: Description of Products and Services			
Product / Service	Overview	Product / Service Audience	Product / Service Purpose
1. Sequence	Suppliers shall arrange each ' <i>learn that...</i> ' and ' <i>learn how to...</i> ' statement of the ITTECF in an order (a "Sequence") across a two-year induction period. This Sequence describes the way ECTs study each section (self-directed / Mentor sessions / training) and the time to be spent on it.	Schools and ECTs and Mentors	The Supplier is able to deliver a two-year training programme that covers each ' <i>learn that...</i> ' and ' <i>learn how to...</i> ' statement in the ITTECF. The Sequence enables ECTs to master foundational concepts and knowledge before moving on to new concepts and knowledge. Schools, ECTs and Mentors know what to expect in terms of their schedule and priorities for induction.
2. Diagnostic tools	Diagnostic Tools are integral to the functioning of the training model (i.e. greater tailoring for individual needs). Suppliers are required to design and create Diagnostic Tools to support: ECTs in (i) accessing content that is appropriate to and builds upon their prior knowledge, avoiding unnecessary repetition from ITT whilst ensuring all ECTs master the pre-requisite knowledge for entering the teaching profession. Mentors in	ECTs and Mentors	Diagnostic Tools support ECTs' professional development by helping to make ITTECF-Based Training more tailored to individuals' levels of expertise.

	<p>(ii) interpreting which areas of the framework their ECTs may present areas for improvement, in terms of their knowledge and/or practice and</p> <p>(iii) signposting ECTs towards appropriate materials/ activities within the relevant topic or module, or work to embed understanding in (a) determining the areas in which their ECTs need either more support or challenge/practice and (b) directing ECTs towards appropriate materials/ activities.</p> <p>Suppliers shall create Diagnostic Tools that:</p> <p>(iv) are informative, and not presented as pass/fail summative assessments, with ECTs and mentors retaining autonomy over their use; are well integrated with other ECT and Mentor training materials through clear signposting and tailored outcomes;</p> <p>(v) are used with a frequency that provides meaningful tailoring to ECTs, avoiding high stakes, infrequent Diagnostic Tools which result in streaming ECTs into separate bands; and</p> <p>(vi) should not deny an ECTs progression through materials, nor allow for any unintended reduction in coverage of the framework statements.</p> <p>Diagnostic Tools should provide a reliable indication of an ECT's current knowledge and/or their practice:</p> <p>(vii) Knowledge Diagnostic Tools should provide the opportunity for ECTs to demonstrate their knowledge (for example through quizzes). The tools should not rely solely on ECTs stating their level of confidence in each area. Based on the outcome, the tools should clearly direct ECTs to relevant areas of the programme appropriate to their prior knowledge.</p>		
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	<p>(viii) Practice Diagnostic Tools should empower Mentors to identify and develop their ECTs' ability to apply their knowledge of the ITTECF in the classroom. They should aid Mentors in recognising indicators of understanding underpinning practice, as well as setting appropriate actions for their ECTs' development. This could be supported with useful rubrics, tools or learning platforms for observations and next steps.</p> <p>There is no expectation that one tool should be used to cover both knowledge and practice.</p>		
3. Self-Directed Study Materials	<p>Materials which support independent study undertaken by the ECT on specific sections of the ITTECF as set out in the Sequence.</p> <p>Self-study materials should be tailored according to ECTs' level of expertise, including suitable challenge and support, and assume prior familiarity with the content of the ITTECF. Suppliers must consider that many participants will have learnt the evidence base at ITT and take account of this in the design of their materials. Suppliers must translate existing content appropriately when creating their tailored materials (see Section 7.2 above).</p> <p>Self-study materials must be integrated with Diagnostic Tools, but they should not be a barrier to progress and nor should they be utilised as a form of summative assessment.</p> <p>Self-study materials should include exemplification for different phases, settings, and subjects, as well as material to help ECTs feel more confident in responding to the needs of all pupils, including pupils with SEND. As a minimum, this should include core subjects, EY/ Primary/ Secondary/Special Schools.</p>	ECTs	<p>ECTs are able to use Self-Directed Study Materials to work independently and at their own pace.</p> <p>ECTs have access to training that is relevant to their expertise and experiences.</p> <p>Through self-study, ECTs have a deep understanding of all parts of the ITTECF, and the quality of their teaching is improved.</p>

	The Supplier shall design content to ensure an ECT can undertake at least 23 hours of self-study.		
4a. ECT Training Programme Content	The Supplier is required to prepare the content of the ECT Training Programme, to deliver the stated Product/Service Purpose.	ECTs	<p>ECTs develop a deep understanding of all parts of the ITTECF, and the quality of their teaching is improved.</p> <p>ECTs build effective support networks, including outside of their school.</p>
4b. ECT Training Programme Delivery	The Supplier is required to deliver the ECT Training Programme to ECTs to achieve the Product/Service Purpose. The delivery mechanism must include 30 hours-worth of synchronous or asynchronous training, of which at least 18 hours must be face-to-face delivery. The Supplier must ensure that the Training Programme enables ECTs to build effective support networks.		
5. Mentor Session Materials	<p>A base of detailed materials which support regular Mentoring sessions and engagement between the ECT and their Mentor on specific sections of the ITTECF as set out in the Sequence. These materials are at the centre of the Mentor's Training Programme. They underpin and support the Mentor's expertise, preparation, and delivery of mentoring sessions.</p> <p>Mentor session materials should be concise, precise with regard to actions Mentors need to take, and include clear outlines of the knowledge and skills Mentors bring to each session. They should also provide support for Mentors in tailoring ITTECF content for ECTs' needs, for example appropriate actions to take when implementing knowledge of the ITTECF in the classroom. This should include options for extra support for ECTs who require it when engaging with the Training Programme, for instance if the ECT Diagnostic Tool has indicated that the ECT may need to develop their knowledge or practice in that topic.</p>	ECTs and mentors	<p>Schools/the Supplier are able to create provision of Materials that enables Mentors to prepare effective mentoring sessions quickly. ECTs receive support from their mentor to understand and apply the ITTECF, which is tailored to the ECT's individual needs and experiences.</p> <p>Through discussions with their Mentor, ECTs develop a deep understanding of all parts of the ITTECF and the ability to implement their knowledge within their context, and the quality of their teaching is improved.</p>

6a. Mentor Training Programme Content	<p>The Supplier is required to design the content of the Training Programme for the Mentors of ECTs to deliver the stated Product/Service Purpose. The content must be focused on:</p> <ul style="list-style-type: none"> (1) the ITTECF; (2) mentoring knowledge and skills; (3) knowledge and skills needed for working with the relevant Supplier's training programme. 	Mentors	<p>Mentors develop a deep understanding of all parts of the ITTECF in order to support the ECTs with their understanding of the ITTECF.</p> <p>Mentors are able to effectively mentor and tailor their support to the individual ECT's needs and experiences.</p> <p>Mentors have a professional community of support to share best practice.</p>
6b. Mentor Training Programme Delivery	<p>The Supplier is required to deliver the Training Programme for Mentors to achieve the stated Product/Service Purpose. The Training Programme must be focused on:</p> <ul style="list-style-type: none"> (1) the ITTECF; (2) mentoring knowledge and skills; (3) knowledge and skills needed for working with the relevant Supplier. <p>xThe Training Programme must also enable Mentors to build professional communities of support.</p> <p>Mentor training should effectively take place in one year. This would involve taught content pertaining to the above areas through self-study materials, live and synchronous sessions etc. Mentors will then, in effect be 'trained' at the end of year 1. Year 2 will then see newly trained Mentors benefit from the same support as Mentors from previous cohorts, including ongoing access to all ECT and Mentor training materials and all session materials, as well as any optional induction or support sessions, which would focus on supporting them in meeting the needs of their ECT(s) e.g., support clinics or drop-in sessions</p>		

	<p>The Training Programmes should be a maximum of 20 hours in total. This equates to c. 6-7 hours of training per term (based on a school that operates a three-term academic year). Suppliers are expected to build in a range of delivery methods, including face-to-face sessions. For example, an introductory full-day conference (6 hours) at the start of the first term, 2.5 hours of self-study in each term, and 2 hours of networking/ peer-support per term.</p>		
7a Digital Deliverables - Website	<p>Suppliers are required to develop a website for the Supplier's ITTECF-Based Training that is publicly accessible. This website shall provide prospective Participants and schools with thorough information on the Supplier's offer [including the School-led Materials where applicable].</p>	Schools, ECTs and Mentors	<p>The website shall provide prospective ECTs, Mentors and schools with thorough information on the Supplier's offer so they can make an informed decision on which programme to choose.</p>
7b Digital Deliverables - Digital Learning Solution	<p>Suppliers are required to develop, host and manage a Digital Learning Solution.</p> <p>Digital Learning Solutions should be designed in a manner that:</p> <ul style="list-style-type: none"> (i) meets high usability standards; (ii) Ensures they are accessible to all; (iii) provides a clear user journey, which ensures digital and non-digital aspects of the Training Programme map together; (iv) enables participants to have an engaging and interactive digital learner experience, which takes into account user needs and burden; and (v) enables participants to access their digital learning solution during core working hours (Monday-Friday 08.00 to 18.00). Where downtime is needed, this must take place outside of core hours. <p>See Section 16 for further details.</p>	ECTs and Mentors	<p>A high-quality hybrid learning experience is crucial to ensuring that participants can access resources smoothly and remain engaged with Training Programmes.</p>

7c Digital Deliverables - Integrations	<p>The Supplier shall integrate with the Department's Digital Service using an application programming interface (API).</p> <p>Integrations should be designed in a manner that ensures:</p> <ul style="list-style-type: none"> (i) Suppliers records are kept as up to date with those of the Department as soon as practicable, whilst limiting the load placed on the Supplier's Systems and the Department services; (ii) Suppliers have an ability to technically and operationally adapt to major version changes to the API within 3 months of the Department confirming specifications for any change, and within 4 weeks for minor changes; (iii) they can effectively manage minor version changes; (iv) they can monitor the performance of their Integration and respond to changes; (v) compliance with the specifications set out in the API technical documentation; <p>See Section 16 for further details.</p>	The Department	An effective and strong performing integration is crucial for programme efficiency, minimising administrative data burdens on the Supplier and the Department
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Training Delivery & Cohort Timings

- 7.6. Participants can start their Year 1 training at any point after the Cohort Commencement Date, but it shall be no later than the 31st of July following the Cohort Commencement Date.
- 7.7. ECTs shall start their Year 2 training no earlier than the following September after the Cohort Commencement Date.
- 7.8. Subject to paragraph 8 and Participants who undertake part-time training/defer, ECTs should conclude their training 2 academic years after they have started it, and Mentors should conclude their training in 1 academic year.
- 7.9. The Supplier confirms the progress of Participants by making Declarations at various points throughout the Cohort, but it shall be no more than six (6) per ECT and two (2) per Mentor. Declarations also trigger Output Payments in accordance with Schedule 3 (Charges).
- 7.10. Declarations must be supported by acceptable Evidence of Engagement in accordance with Annex 1.

Content Design

- 7.11. The Supplier shall design and develop a full programme of ITTECF-Based Training for ECTs and Mentors that is in accordance with the ITTECF and the requirements set out below.
- 7.12. The Supplier's Training Programme shall be delivered as part of the Call Off Contract. The Supplier will update their Training Programme to incorporate changes required by the Department. Such changes may be agreed during delivery Call Off Contracts, or the Department may choose to issue a separate Call Off Order to include for content design changes.
- 7.13. The Supplier shall consider the following, which may be updated from time to time, when designing and delivering its Training Programme:
- 7.13.1. The ITTECF, which for early career training underpins an entitlement to a funded, two-year package of structured training and support for ECTs and their mentors, available at: [Initial teacher training and early career framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/initial-teacher-training-and-early-career-framework);
- 7.13.2. The current Core Induction Programmes include high-quality development materials, underpinned by the 2019 ECF, which will support early career teachers to develop the essential knowledge and skills to set them up for a successful and fulfilling career in teaching, available at: <https://www.early-career-framework.education.gov.uk/> (See section 7.3 for more detail on how suppliers shall use Core Induction Programmes);
- 7.13.3. The Department's Induction for newly qualified teachers (England) statutory guidance for Appropriate Bodies, headteachers, school staff and governing bodies, available at: <https://www.gov.uk/government/publications/induction-for-early-career-teachers-england>;
- 7.13.4. The National Standards for school-based Initial Teacher Training Mentors (2016), available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536891/Mentor_standards_report_Final.pdf;
- 7.13.5. The Teachers' Professional Development Standard, defining good professional development for teachers, available at: <https://www.gov.uk/government/publications/standard-for-teachers-professional-development>; and
- 7.13.6. The Education Endowment Foundation's research on effective professional development, available at: <https://educationendowmentfoundation.org.uk/education-evidence/guidance-reports/effective-professional-development>.
- 7.14. Table 3 below sets out the essential criteria to be met by the Supplier when designing the Sequence:

Table 3: Product 1: Essential criteria for the Sequence	
1.	The Sequence must only cover content referred to in the ITTECF.
2.	<p>The Sequence must cover each of the '<i>learn that...</i>' and '<i>learn how to...</i>' statements in the ITTECF in enough depth to enable ECTs to master foundational concepts and knowledge before moving on to new concepts and knowledge.</p> <p>The ITTECF gives each '<i>learn that...</i>' and '<i>learn how to...</i>' statement a unique reference. Suppliers should refer to these references to make it clear how each part of the Sequence is linked to the ITTECF. For example, the statement:</p> <p>'Teachers have the ability to affect and improve the wellbeing, motivation and behaviour of their pupils' has a unique reference of 1.1</p>

3.	The Supplier must produce one universal Sequence that works for all schools and teachers, regardless of the education phase, subject specialisation, or context of the setting.
4.	<p>The Sequence must meet the following requirements:</p> <ul style="list-style-type: none"> a. Sets out on a week-by-week basis when Mentoring Sessions, self-directed study sessions and ECT training sessions should take place across the full two-year ITTECF-based Training Programme. This can provide for weeks where no sessions are sequenced; b. Includes a brief description of the content to be covered in each session, with reference to the ITTECF; c. Work for all ECTs regardless of subject, phase or context ; d. Is suitable for all ECTs regardless of prior experience and ability; and e. Does not include Mentor Training.
5.	<p>The Supplier must ensure that the Sequence includes sessions which are a minimum of 112 hours across Year One and Year Two of induction, broken down as per the following:</p> <ul style="list-style-type: none"> • Self-directed study sessions (at least 23 hours). • Mentor sessions (~ 59 hours). • Training sessions (at least 30 hours, of which 18 should be face-to-face). <p>To ensure they can commit time to undertake their training, ECTs are entitled to 10% off timetable in their first year of induction and 5% in their second year. This equates to 87 hours and 44 hours respectively; a total of 131 hours. The Supplier's programme shall not exceed 131 hours.</p> <p>Suppliers should note that ECTs undertaking ITTECF-Based Training are not mandated to undertake the maximum amount of training (131 hours) and the Supplier shall be cognisant of the workload implications, both for the ECT and wider school / teaching staff.</p>
10.	The Supplier must ensure that there is sufficient flexibility built into sequencing and schedules for engagement with the ITTECF-based programme to ensure schools also have sufficient time to also undertake necessary statutory induction requirements, including termly progress reviews/formal assessments and additional support to ECTs.

Product 2: Diagnostic Tools

- 7.15. The Supplier shall design and implement Diagnostic Tools that meaningfully interrogate an ECT's knowledge and expertise to allow for tailored outcomes in how they then engage with the programme content, with the support of their Mentor. While the Supplier may design Diagnostic Tools which fit with their Training Programme, they must adhere to the criteria set by the Department.
- 7.16. Table 4 below sets out the essential criteria for Diagnostic Tools to be met by the supplier when designing tailored training.
- 7.17. The final design and functionality of the Supplier's proposed Diagnostic Tools shall be subject to Testing in accordance with Part B of Schedule 8 (Implementation Plan and Testing)

Table 4: Product 2: Diagnostic Tool

1.	The Supplier must create diagnostic processes and tools to support:
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	<p>(i) ECTs in accessing content that is appropriate to and builds upon their prior knowledge, avoiding unnecessary repetition from ITT whilst ensuring all ECTs master the pre-requisite knowledge for entering the teaching profession; and</p> <p>(ii) Mentors in</p> <p>(a) interpreting which areas of the Content Framework their ECTs may present areas for improvement, in terms of their knowledge and/or practice; and</p> <p>(b) signposting ECTs towards appropriate materials/ activities within the relevant topic or module, or work to embed understanding.</p>
2.	The Supplier must design and present Diagnostic Tools as informative and which signpost ECTs to appropriate material/activities to further their development. The tool should not be framed as a pass/fail summative assessment, and Mentors and ECTs should retain autonomy over its use and application.
3.	The Supplier must create Diagnostic Tools that are integrated within their programmes. They should clearly align with both the ECT and Mentor Training Programmes.
4.	The Supplier must design Diagnostic Tools for use in a timely manner, recognising the opportunities to implement them within their courses at a frequency that provides meaningful tailoring to ECTs whilst avoiding being overly burdensome. Suppliers should avoid high stakes, infrequent Diagnostic Tools, which result in streaming ECTs into different bands.
5.	The Supplier must not design diagnostics that deny ECTs the opportunity to progress through materials, nor allow for any unintended reduction in an ECT's coverage of the framework statements – instead tailoring should be about balancing the depth of study and practice that ECTs are engaging with according to the level of their expertise, that the tool helps identify.
6.	<p>The Supplier must create diagnostic processes that provide a reliable indication of an ECT's current knowledge and/or their practice:</p> <p>(i) Knowledge Diagnostic Tools should provide the opportunity for ECTs to demonstrate their knowledge (for example through quizzes). The tools should not rely solely on ECTs stating their level of confidence in each area. Based on the outcome, the tools should clearly direct ECTs to relevant areas of the programme appropriate to their prior knowledge.</p> <p>(ii) Practice Diagnostic Tools should help Mentors to identify and develop their ECTs' ability to apply their knowledge of the ITTECF in the classroom. They should aid Mentors in recognising indicators of understanding underpinning practice, as well as setting appropriate actions for their ECTs' development. This could be supported with useful rubrics, tools or learning platforms for observations and next steps.</p> <p>There is no expectation that one tool should be used to cover both knowledge and practice.</p>

7.18. Table 5 below sets out the essential criteria to be met by the Supplier when designing the Self-Directed Study Materials:

Table 5: Product 3: Self-Directed Study Materials	
1.	The Self-Directed Study Materials must only cover content referred to in the ITTECF.
2.	The Supplier must provide an appropriate volume of Self-Directed Study Materials for the time allocated in the Sequence to Self-Directed Study guidance.
3.	The Self-Directed Study Materials must include a range of different types of material, designed in order to aid independent study and encourage the ECT to learn and understand the ITTECF. These types of materials could include, but are not limited to, exemplifications (for example videos or case studies) that demonstrate best practice, research summaries, or reading.

4.	The Supplier must produce Self-Directed Study Materials that work for all ECTs, regardless of subject, phase or context. This should be a universal programme of content suitable for all ECTs, drawing from, and including where appropriate, exemplification of, a range of subjects, phases and contexts to help ECTs feel more confident in responding to the needs of all pupils, including pupils with SEND. As a minimum, this should include core subjects, EY/ Primary/ Secondary/Special School.
5.	The approach to Self-Directed Study Materials must be informed by current research and international best practice.
6.	Materials should be designed for ECTs who are already familiar with the ITTECF, having learnt the evidence base during their ITT. Providers should consider carefully how any revisiting of content, for example to secure and/or deepen understanding, is framed. (See section 7.3).
7.	Providers should include in their materials tailoring which adjusts the depth of study and challenge that ECTs are engaging with according to their level of expertise (as determined by providers' Diagnostic Tools). Tailored materials should be integrated with Diagnostic Tools and their outcomes.

Product and Service 3 : ECT Training Programmes (including ECT Training Content and ECT Training Delivery)

Product 3a: ECT Training Programme Content

- 7.19. Table 6 below sets out the essential criteria for the ECT Training Content to be met by the Supplier when designing the ECT Training Programme:

Table 6: Product 4a: Essential criteria for ECT Training Programmes	
2.	The Training Programme Content must only cover content referred to in the ITTECF.
3.	Sufficient ECT Training Content must be produced to best utilise the time allocated in the Sequence for ECT Training Sessions.
4.	The approach to ECT training must be informed by (and make reference to) current research and international best practice.
5.	In designing ECT Training Content, the Supplier must give due consideration to different delivery methods, including but not limited to face-to-face sessions, peer sessions, events and/or visits, online sessions, and communities of support. Of the 30 hours of training, there must be a minimum of 18 hours of face-to face ECT training provided. The Supplier must ensure that the ECT training sessions help ECTs to build effective support networks, including outside of their own school, and must ensure that the ECT Training Sessions allow ECTs to observe a range of good practice and teaching methods whilst minimising the impact on ECTs' time and workload.
6.	The Supplier must produce Training Programme Content that works for all ECTs, regardless of subject, phase, or context. This should be a universal programme of content suitable for all ECTs, drawing from, and including exemplification of, a range of subjects, phases and contexts to help ECTs feel more confident in responding to the needs of all pupils, including pupils with SEND. As a minimum, this should include core subjects, EY/ Primary/ Secondary/Special School.

Service 3b: ECT Training Programme Delivery

- 7.20. Table 7 below sets out the essential criteria for the ECT Training Delivery to be met by the Supplier when delivering the ECT Training Programme under Call Off Contracts.

Table 7: Product 4b: Essential criteria for Training Programme Delivery

1.	The Supplier must deliver the ECT Training Content to all ECTs in schools who have signed-up to the Supplier's Training Programme. The ECT Training Programmes must not exceed the time allocated in the Sequence for ECT Training.
2.	The Supplier has primary responsibility for the delivery of the ECT Training Programme, including for the quality of provision delivered by any Subcontractors, as measured by Key Performance Indicators (KPIs) and/or Service Level Agreements (SLA).
3.	The Supplier must work with schools to ensure high participation in Training Programmes, providing evidence for how the Training Programme will meet the needs of schools and ECTs, including recognising timetabling considerations. Ideally, schools would be provided with a programme schedule at the start of the academic year.
4.	The Supplier must develop mechanisms for accurately measuring and reporting participation and retention rates in the programme and have mechanisms and strategies for improving low participation and retention rates.
5.	The Supplier must ensure that the information and data that it holds in relation to each ECT Participant is in a format that can be shared easily. In addition, that its registration with the Information Commissioner's Office enables the Supplier to provide information to the Department, should one of its ECTs move schools and therefore transfer to another Lead Provider's training programme.
6.	The Supplier will not collect personal details of ECTs independently of the Department, but will collect only such additional personal information about ECTs as is required, where that information is not supplied by the Department.

7.21. Table 8 below sets out the essential criteria to be met by the Supplier when designing the Mentor Session Materials:

Table 8: Product 5: Mentor Session Materials

1.	The Mentor Session Materials must only cover content referred to in the ITTECF.
2.	The Supplier must produce enough Mentor Session Materials to fill the time allocated in the Sequence(s) for Mentor Sessions.
3.	The Mentor Session Materials should include clear outcomes for each Mentor Session.
4.	<p>Mentor session materials should be a base of detailed content which supports Mentoring sessions between the ECT and their Mentor on specific sections of the ITTECF. These materials are at the centre of Mentor Training Programmes. They underpin and support the Mentor's expertise, preparation, and delivery of Mentoring sessions and engagement with their ECTs (to include Mentoring skills and knowledge of the ITTECF evidence base).</p> <p>Mentor session materials should be concise, precise with regard to actions Mentors need to take or recommend to their ECTs especially in relation to any outcomes of Diagnostic Tools and include clear outlines of the knowledge and skills mentors should bring to each session.</p>
5.	The Mentor Session Materials must include a range of different types of materials and tools, designed to help Mentors and ECTs achieve the session outcomes. These could include, but are not limited to, exemplification (for example, videos or other open-access multimedia).
6.	The Supplier must only produce Mentor Session Materials that fully adhere to the current National Standards for school-based ITT Mentors. The Authority reserves the right to ask Suppliers to make reasonable adjustments to the Mentor Session Materials following any future publication of updated standards.

7.	The approach to Mentor Session Materials must be informed by current research and international best practice.
8.	It is crucial that Mentor Session Materials work for all participants, regardless of subject, phase or context. This should be a universal programme of content suitable for all ECTs and Mentors, drawing from, and including where appropriate, exemplification of a range of subjects, phases and contexts to help Mentors in contextualizing their support so that their ECTs feel more confident in responding to the needs of all pupils, including pupils with SEND. As a minimum, this should include core subjects, EY/ Primary/ Secondary/Special School.

Product and Service 6: Mentor Training Programmes (including Mentor Training Content and Mentor Training Delivery)

- 7.22. The Supplier is required to develop and deliver training for the Mentors of ECTs in order to support Mentors to develop a deep understanding of the ITTECF, to improve and tailor their support to individual ECTs, and to develop a professional community of support to share best practice,

Product 6a: Mentor Training Programme Content

- 7.23. Table 9 below sets out the essential criteria to be met by the Supplier when designing the Mentor Training Programme Content.

Table 9: Product 6a: Essential criteria for Mentor Training Programme Content	
1.	The Supplier must produce Mentor training content that is focused primarily on training Mentors in: (1) the ITTECF, (2) Mentoring knowledge and skills, (3) knowledge and skills needed for working with the relevant Supplier's Training Programme. These will ensure that the Mentor can support the ECT to understand the ITTECF and will ensure that Mentoring programmes provide Mentors with high-quality professional development that benefits them. .
2.	The Supplier must develop a Mentor Training Programme that provides for a maximum of 20 hours of training over one year. This equates to approximately 6-7 hours of training per term (based on a school that operates a three-term academic year); the Supplier is not bound by this model and may use their 20 hours as is most appropriate. The design of the Mentor Training Programme must take account of the existing burdens on Mentors and schools. This should also include taking account of Mentors' previous experience. Mentors will effectively be 'trained' at the end of year 1. Year 2 will then see newly trained Mentors benefit from the same support as Mentors from previous cohorts, such as directed materials and any induction or support sessions, which would focus on supporting them in embedding and developing expertise.
3.	The Mentor Training Programme Content must be informed by (and make reference to) current recognised research and international best practice.
4.	In designing the Mentor Training Programme Content, providers are expected to include face-to-face sessions, and give due consideration to different delivery methods, including but not limited to peer sessions, events and/or visits, online sessions, communities of support. The Supplier must ensure that the Training Programme helps Mentors to build effective support networks, including outside of their own school whilst minimising the impact on Mentors' time and workload.

5.	The Supplier must ensure that all Mentor training fully adheres to the current National Standards for school-based ITT Mentors. The Department reserves the right to require the Supplier to make reasonable adjustments to the Mentor training following any future publication of updated standards and/or frameworks. Providers should be aware that some Mentors undertaking ITTECF-Based Training for ECTs will have experience Mentoring for ITT providers accredited to deliver from 2024. ITTECF-based Mentor Training Programmes must take account of prior Mentoring experience.
6.	The Supplier must produce Mentor training content that works for all Mentors, regardless of subject, phase or context. This can either be a universal set of training content suitable for all Mentors, drawing from a range of subject, phases and contexts or separate sets of training content which are subject, phase and/or context specific.

Service 6b: Mentor Training Programme Delivery

- 7.24. Table 10 below sets out the essential criteria for the Mentor training delivery to be met by the Supplier when delivering the Mentor Training Programme.

Table 10: Product 6b: Essential criteria for Mentor Training Programme Delivery	
1.	The Supplier must deliver the Mentor Training Programme Content to all the ECT Mentors in all the schools that they propose to deliver in, as per the recruitment requirements below.
2.	The Mentor Training Programme must not exceed the time allocated in the relevant Sequence. Up to 20 hours of content can be delivered across the year at the Supplier's discretion. As above, Mentor training should include face-to-face delivery.
3.	The Supplier has full responsibility for the quality of the delivery of the Mentor Training Programme, including for the quality of any Subcontractors.
4.	The Supplier must work with schools to ensure high participation in Mentor Training Programmes, providing evidence for how the Training Programme will meet the needs of schools, including recognising timetabling considerations.
5.	The Supplier must develop mechanisms for accurately measuring and reporting participation and retention rates in the programme and have mechanisms for improving low participation and retention rates.
6.	The Supplier must ensure that the information and data that it holds in relation to each Mentor Participant is in a format that can be shared easily. In addition, that its registration with the Information Commissioner's Office enables the Supplier to provide information to the Department, should one of its Mentor Participants move schools and therefore transfer to another Lead Provider's training programmes.

- 7.25. Table 11 below sets out the essential criteria to be met by the Supplier when designing the Digital Deliverables

Table 11: Product 7a: Website	
1.	Suppliers are required to develop a website for the Supplier's ITTECF-based ECT training that is publicly accessible. This website shall provide prospective Participants and schools with thorough information on the Supplier's offer.
Table 11: Product 7b: Digital Learning Solution	
1.	The Supplier must design a Digital Learning Solution with users' digital learning experience in mind. User journeys will be clear and carefully curated, with all the programme training requirements mapped together.

2.	The Supplier must ensure Participants have an engaged and interactive learning experience.
3.	The Supplier shall design the Digital Learning Solution in-line with the principles set out by Nielsen's 10 usability heuristics. See here for more details: https://www.nngroup.com/articles/ten-usability-heuristics/ .
4.	The Supplier shall ensure its Digital Learning Solution is accessible to all and meet WCAG 2.2 Level AA accessibility standards. See here for more details: https://www.w3.org/TR/WCAG22/
5.	The Supplier must employ good content design principles in line with GDS guidance. See here for more details: https://www.gov.uk/guidance/content-design/writing-for-gov-uk
6.	The Supplier must prioritise user needs and testing in line with GDS guidance. See here for more details: https://www.gov.uk/service-manual/service-standard
7.	The Supplier shall ensure their Digital Learning Solution has an average uptime above 99.5%. Where downtime is needed, this must take place outside of core hours (Monday-Friday 08.00 to 18.00) and the Department should be notified in advance of scheduled downtime. The department should also be informed of unplanned downtime within 24 hours of this being noticed by the supplier.

Table 11: Product 7c: Integration

1.	The Supplier shall integrate with the Department's Digital Service using an application programming interface (API)
2.	The Supplier shall design their Integrations to ensure their records are kept as up to date with those of the Department as practicable, whilst limiting the load placed on the Supplier's Systems and the Department's Digital Services.
3.	The Supplier shall have an ability to technically and operationally adapt to major version changes to the API within 3 months of the Department confirming specifications for any change, and within 4 weeks for minor changes (for example, adding a new attribute or permitted value to an existing endpoint). The Department undertakes to consult Suppliers when developing revised specifications. The Department aims to share plans for unconfirmed changes as early as possible with the Supplier for consultation. At the point of confirming revised specifications, the Department aims to provide documentation in the Sandbox for testing and recommended processes.
4.	The Supplier shall design their Integrations so they can effectively manage minor version changes. This means the Supplier shall resiliently handle additional attributes when added to API endpoint responses by designing their API integration such that they can ignore the attribute and ensure it does not cause issues that disrupt the operations of their Digital System's until they are ready to integrate with that API endpoint.
5.	The Supplier shall design their Integration so they can monitor the performance of their Integration and respond to changes.
6.	The Supplier shall comply with the specifications set out in the API technical documentation, where the Department identifies that a Supplier is not complying with these specifications the Department reserves the right to create a remediation plan which a Supplier must address in an agreed timeframe.

Testing of Training Content

- 7.26. The Supplier must comply with Part B of Schedule 8 (Implementation Plan, Testing and Quality Assurance) of the Call Off Contract. The Supplier shall not deliver any Training Content that it has not been issued a Satisfaction Certificate for.

- 7.27. Once in the delivery phase, the Department may undertake further Testing of the Supplier's Training Content in accordance with Part B of Schedule 8.

Participant engagement

- 7.28. Table 2 sets out the requirements in respect of minimum and maximum hours for training and programme delivery. The Supplier shall ensure that:
- 7.28.1. ECTs that complete Year 1 and Year 2 engage in at least 75% of their programmed training hours; and
 - 7.28.2. Mentors who complete the training engage in at 75% of the total number of their programmed training hours.
- 7.29. Evidence of Engagement is required as set out in Annex 1.

Exemptions

- 7.30. Where the Supplier identifies that there are exceptional circumstances, the Supplier can apply for an exemption in respect of the requirement to ensure that an ECT undertakes a minimum of 18 hours of face-to-face training. Exemptions may be granted in the following circumstances:
- 7.30.1. where the geographical location of the school means that the amount of travel required for face-to-face delivery is not viable for a school and / or Participant(s);
 - 7.30.2. where a Supplier is offering a particular specialism that justifies virtual delivery by a specific Delivery Partner; or
 - 7.30.3. where a Participant is undertaking a non-standard induction which means the Supplier can offer online-only delivery to accommodate the individual Participant needs. This is on the provision that Participants have the option to attend at least two 'live' events.
- 7.31. The Supplier must seek approval from the Department that that an exemption applies, and it is at the discretion of the Department to grant any exemptions.

8. ECTs and Mentors: Non-Standard Participants, Portability

- 8.1. The Supplier must ensure its training and Training Content is suitable for;
- 8.1.1. ECTs who work part-time or compressed hours;
 - 8.1.2. ECTs who have an extended induction, including to account for breaks in induction such as maternity leave, and those who move schools during induction; and
 - 8.1.3. accommodating Participants that move from another Lead Provider
- 8.2. Where an ECT moves schools mid-way through their induction, the Supplier must ensure that the ECT is able to continue their training with them if they so choose to, unless there is an exceptional circumstance such as the ECT moves to a different geographical area that is not covered by the Supplier. In such a situation, the Department will not make any further Output Payment(s) to the Supplier as they will no longer be delivering to the ECT in accordance with Schedule 3.
- 8.3. The Supplier must ensure its Training Programme works for ECTs undertaking a reduced induction which could be a minimum of one term. Reductions will be decided by Appropriate Bodies, and guidance on content to be covered on reduced inductions will be provided by the Department.

- 8.4. For each Cohort, unless instructed otherwise by the Department, the Supplier must have a policy on ECTs undergoing an extended or reduced term of induction, part-time ECTs and ECTs transferring schools during their training / induction period. The Supplier must submit this policy to the Department as part of the Implementation Period. The Supplier must update this policy and resubmit as part of its Tender for each Cohort ensuring it incorporates any, and all, guidance issued by the Department.
- 8.5. The Supplier must also ensure that its training/content works for;
- 8.5.1. part-time Mentors, and those who may take a break from working, such as for maternity leave; and
- 8.5.2. Mentors who move schools during the training.
- 8.6. Mentors will continue with their original ECT training Lead Provider unless there is an exceptional circumstance such as one that is similar to 8.2 above.
- 8.7. The Supplier shall comply with any guidance provided by the Department, from time to time, on non-standard Participants and transfers.

Targeting information

- 8.8. The Supplier shall meet the Department's requirements in relation to Recruitment Targets and any specific targeting as set out in the Call Off Order. The Recruitment Targets are those stated in Table 12 below.
- 8.9. The size of an individual cohort will be subject to the number of ECTs entering the teaching workforce and opting to undertake Provider-Led Training. There is no guarantee of the size of each Cohort and the Supplier considers annual fluctuations when targeting Participants.
- 8.10. Recruitment numbers in excess of the minimum target will, in line with the Call Off Procedure in Schedule 4 of the Framework Agreement, be subject to agreement by the Department.
- 8.11. The Supplier is required to train Mentors, who have not previously been trained to Mentor an ECT. It is recognised that there will not be a 1:1 ratio in every case. Schedule 3 sets out exceptions to payments for Mentors who have already had some form of Mentor training.
- 8.12. In the case that an ECT has more than one Mentor, only the main Mentor is automatically entitled to participate in the Mentor training.
- 8.13. The Supplier shall send notification via the Department's Digital Service within 5 working days of entering into an agreement with a school to deliver Provider-Led Training to Participants at the school.
- 8.14. The Department will include any specific targeting requirements and, where available, supporting demand data at the Call Off stage to assist the Supplier to develop its targeting and recruitment plans. In addition to the information provided by the Department, the Supplier must work collaboratively and proactively with other ECT training Lead Providers in an attempt to gain an overview of national level targeting with the intention of avoiding duplication of provision and oversaturation or cold spots.
- 8.15. The Department may issue targeted Call Offs for any other group of ECTs and / or Mentors, including those working part time and/or requiring extended or reduced inductions. This would require service delivery to commence at a different point to the usual September Cohort start date. Any such requirements will be awarded in line with the Ordering Procedure in Schedule 4 of the Framework Agreement.

Recruitment Targets

- 8.16. The Recruitment Targets the Supplier shall meet (unless changed in accordance with the terms of the Call Off Contract) and Recruitment Milestones are as stated Table 12 and 13A & 13B below.
- 8.17. For the avoidance of doubt, the Recruitment Target for Mentors is the forecast of recruitment of new Mentors only.
- 8.18. The Supplier reports on its performance against meeting the Recruitment Targets and Recruitment Milestones in accordance with Schedule 10. Schedule 3 sets out the provisions relating to the impact of not meeting the Service Fee Threshold.

Table 12 Recruitment Targets			
Cohort	Cohort Commencement Date	Recruitment Target	
		ECTs	Mentors
2025	1 st September 2025	5000	2999

Table 13A Recruitment Milestones for ECTs				
2025 Cohort	Milestone Dates			
	Recruitment Milestone 1 31 Oct 2025	Recruitment Milestone 2 31 Dec 2025	Recruitment Milestone 3 31 Mar 2026	Recruitment Milestone 4 31 Jul 2026
Forecast of performance against Recruitment Target	80%	85%	95%	100%
Service Fee Threshold (90% against Target)	3600	3825	4500	4500

Table 13B Recruitment Milestones for Mentors				
2025 Cohort	Milestone Dates			
	Recruitment Milestone 1 31 Oct 2025	Recruitment Milestone 2 31 Dec 2025	Recruitment Milestone 3 31 Mar 2026	Recruitment Milestone 4 31 Jul 2026
Forecast of performance against Recruitment Target	80%	85%	95%	100%

- 8.19. The Recruitment Targets are subject to a review in Spring 2025 and will be re-confirmed by the Department, after consultation with the Supplier, prior to the commencement of the Service Fee payments in June 2025.

9. School-Led Materials and delivery.

- 9.1. The Supplier shall develop School-Led Materials. These freely-available training materials will be for schools to use to develop and deliver their own induction programmes for their ECTs, should headteachers choose to not follow the Provider-Led Training route. These materials shall translate the content of the ITTECF into a structured induction programme with supporting materials that cover each statement in the ITTECF. The total amount of materials shall be such that ECTs undertaking a School-Led Training undertake no more than 131 hours of training.
- 9.2. The Supplier is only paid for the development of School-Led Materials if they satisfy the Testing set out in Schedule 8 of the Call Off Contract. This is because the Supplier is expected to reframe materials they would have already created as per Section 7 to be suitable for School-Led Induction, independent of their full programmes.
- 9.3. The Supplier shall develop the materials in accordance with the Milestone Dates set out in the Implementation Plan and submit them for Testing in accordance with Part B of Schedule 8.
- 9.4. The Supplier shall cede Intellectual Property Rights for these materials to the Department in accordance with Schedule 36 of the Call Off Contract.
- 9.5. The Supplier shall submit the School-Led Materials to the Department in accordance with the Milestone Dates set out in the Implementation Plan. The Supplier will host the materials on their website.
- 9.6. The Supplier must ensure that the School-Led Materials are accessible and adhere to good content design principles in line with GDS guidance. See here for more details: <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>
- 9.7. Participants will not be provided with any support on content related matters such as pedagogy or sequencing.
- 9.8. The Supplier shall be responsible for maintaining the quality and functionality of the School-Led Materials during the period of the Framework Agreement. This will include, but not be limited to:
 - 9.8.1. Correction of typos and other accuracy errors e.g. terminology, readability;
 - 9.8.2. Fixing of broken links and/or embedded multimedia;
 - 9.8.3. Any broader improvements relating to digital requirements e.g. improvements to the accessibility of the materials; and
 - 9.8.4. Any broader improvements relating to continuous improvement e.g. mirroring improvements made to Provider-Led Training materials where relevant.
- 9.9. Where the Supplier wishes to revise their School-Led Materials, they shall include details of such revisions within the Change Log and agree the timings around revising and submitting changed content with the Department. All updates must adhere to the requirements set out in Section 16 of the Specification.
- 9.10. The Supplier shall develop updated versions of products 1, 3, 4, 5 and 7 as follows:

Table 14: School led materials and delivery			
Product / Service	Overview	Product / Service Audience	Product / Service Purpose

1. Sequence	Suppliers shall arrange each ' <i>learn that...</i> ' and ' <i>learn how to...</i> ' statement of the ITTECF in an order (a "Sequence") across a two-year induction period. This Sequence describes the way ECTs study each section (self-directed / Mentor sessions / training) and the time to be spent on it.	School and ECT and Mentor	<p>Schools are able to deliver a two-year induction programme that covers each 'learn that' and 'learn how to' statement in the ITTECF.</p> <p>The Sequence enables ECTs to master foundational concepts and knowledge before moving on to new concepts and knowledge.</p> <p>Schools, ECTs and Mentors know what to expect in terms of their schedule and priorities for induction.</p>
2. Self-Directed Study Materials	<p>Materials which support independent study undertaken by the ECT on specific sections of the ITTECF as set out in the Sequence.</p> <p>Self-study materials, assume prior familiarity with the content of the ITTECF. Suppliers must consider that many participants will have learnt the evidence base at ITT and take account of this in the design of their materials. Suppliers must translate existing content appropriately when creating their tailored materials (see Section 7.2 above).</p> <p>Self-study materials should include exemplification for different phases, settings, and subjects, as well as material to help ECTs feel more confident in responding to the needs of all pupils, including pupils with SEND. As a minimum, this should include core subjects, EY/ Primary/ Secondary/Special School.</p> <p>Self-study materials should include text and other interactive, engaging learning content such as videos. The Supplier shall ensure that all video content is hosted on YouTube or any video-streaming channel that can be linked to from their website. The Supplier shall ensure that all videos and links work correctly.</p>	ECT	<p>ECTs are able to use Self-Directed Study Materials to work independently and at their own pace.</p> <p>ECTs have access to training that is relevant to their expertise and experiences.</p> <p>Through self-study, ECTs have a deep understanding of all parts of the ITTECF, and the quality of their teaching is improved.</p>
3. ECT Training Session Outlines	An outline of content to be covered within ECT training sessions on specific sections of the ITTECF as set out in the Sequence.	School	Schools wishing to deliver training themselves are able to:

			<p>Understand what content of the ITTECF should be covered in each training session; and</p> <p>Develop and deliver high quality training based on what the session outlines.</p>
4. Mentor Session Materials	<p>Materials which support regular Mentoring sessions between the ECT and their Mentor on specific sections of the ITTECF as set out in the Sequence.</p> <p>Mentors should be supported with not only knowledge and content but also delivery</p>	ECT and Mentor	<p>Schools are able to create provision of Materials that enables Mentors to prepare effective Mentoring sessions quickly.</p> <p>ECTs receive support from their Mentor to understand and apply the ECF, which is tailored to the ECT's individual needs and experiences.</p> <p>Through discussions with their Mentor, ECTs develop a deep understanding of all parts of the ECF, and the quality of their teaching is improved.</p>
5.Website	<p>As per Table 2, Suppliers shall develop a website for the Supplier's ITTECF-based ECT training offer that is publicly accessible. For those Suppliers who chose to also develop materials for School-Led Training, they must ensure that their website provides further information on the School-Led Materials so prospective Participants can make an informed decision.</p>	School, ECT and Mentor	<p>The website shall provide prospective ECTs, Mentors and schools with thorough information on the Supplier's School-Led Materials they can make an informed decision on which programme to choose.</p>

10. COMMERCIAL MATTERS AND PAYMENT

- 10.1. The Supplier is paid for the delivery of Services in accordance with Schedule 3 of the Call Off Contract.

11. QUALITY ASSURANCE (QA)

- 11.1. The Supplier is responsible for ensuring that any Services it delivers (including those by any partners or Subcontractors) are quality assured in accordance with, and that they comply with, Schedule 8 of the Call Off Contract.

12. PERFORMANCE REQUIREMENTS

- 12.1. The Supplier must comply with the performance requirements and meet the SLAs and KPI targets specified in Schedule 10 of the Call Off Contract.
- 12.2. The Supplier must also comply with the performance management and reporting requirements set out in Schedule 12 of the Framework Agreement.

13. EVALUATION

- 13.1. The Training Programmes will be subject to evaluation. The aim of the evaluation will be s to help ensure that delivery is meeting the Service Requirements and the needs of ECTs, Mentors, schools and the wider sector, and to help the Department understand the impact of the ITTECF-Based Training, and if it is achieving its Objectives.
- 13.2. The Supplier will be required to comply with the evaluation process as per Section 7 Schedule 12 Part B of the Framework Agreement. This may include collecting appropriate MI and working with the Department and/or an independent evaluator to encourage participation in any research fieldwork. The nature of the evaluation will be determined in due course, and specific requirements will be determined in conjunction with the successful bidder.
- 13.3. The Department will endeavour to ensure that any evaluation activity is proportionate and to minimise the burden on all. However, the Supplier must participate in the evaluation activity as specified by the Department and ensure that teachers and schools are aware of the importance of engaging in the evaluation and take action to encourage teachers and schools to engage with evaluation fieldwork. The Supplier must also support continuous improvement by sharing evidence, knowledge and experiences of the successes and challenges faced, with the Independent Evaluator and the Department. The Supplier must prioritise any independent evaluation the Department commissions – and, where applicable – make efforts to align their own evaluation activities with that of the Department and/ or any independent evaluator.

14. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION (MI)

- 14.1. The Supplier shall comply with the requirements of Schedule 13 of the Call Off Contract and Schedule 12 Part B of the Framework Agreement.

15. COMMUNICATIONS AND MARKETING

- 15.1. The Supplier must develop a communications and marketing strategy, which effectively promotes the offer of ITTECF-Based Training to the ECTs, Mentors and schools and is at no, or low, cost to the Department.
- 15.2. The Supplier must maintain and update their communications and marketing strategy, to be reviewed by the Department on a monthly basis as part of contract management arrangements.
- 15.3. The Supplier's approach to communications and marketing must include, but not be limited to:
 - 15.3.1. a list of all proposed activities, inclusive of events (virtual or physical) and marketing activities;
 - 15.3.2. the rationale for the proposed activities; and
 - 15.3.3. a clear timeline of when each activity will be conducted and, if applicable, any milestones the activity aligns to - e.g. teacher resignation dates.
- 15.4. The Supplier must adhere to the following minimum requirements within its communications and marketing strategy:
 - 15.4.1. implement the communications and marketing strategy complying with the Department's branding guidelines. Seek the approval of and work collaboratively with the Department in the development of, or refresh of the branding of their programme and also any major strategic developments or shifts in the marketing of the programme;

- 15.4.2. demonstrate and articulate a clear connection with the Department's 'Teaching' brand and set out in detail how the programme brand will be integrated with the wider teaching brand. The Supplier should specifically consider how they present this relationship from an audience perspective so the audience understand the range of options available to them and why they may choose one over the other;
- 15.4.3. submit all media plans and materials (e.g. press releases, media interviews or media statements) for clearance by the Department's press office. These materials/plans should be sent at least 48 hours in advance (not including weekends) of their proposed use. The Supplier must take on board all required amendments from the Department's Press Office;
- 15.4.4. where using plans with language in communications that has not previously been signed off by the Department, the Supplier must submit the marketing materials 5 working days ahead of publication for the Department to review. The Department will provide comments and or clearance within 3 days. In the event the Department expects the Supplier to make changes, these must be carried out with the marketing materials resubmitted to the Department for clearance before publication;
- 15.4.5. positively contribute towards the Department's wider aim of increasing the overall appeal of teaching so that it is viewed as a more attractive profession; and
- 15.4.6. adhere to government guidelines when designing marketing materials. Guidelines will be provided upon award of the Call Off Contract and will be updated regularly where needed.
- 15.5. The Supplier must be flexible and proactive in adapting their delivery to align with wider Department Communications and Marketing activity and Cabinet Office guidance.
- 15.6. There is an expectation that suppliers will disseminate Departmental messages periodically and will work collaboratively with the Department's communications teams.
- 15.7. All spend on communication and marketing activity within the scope of the Government Communications Service (GCS) Professional Assurance (PASS) controls is restricted. The PASS is the Cabinet Office process through which the Department gains approval for all communications spend.
- 15.8. The Supplier must base its delivery model on the assumption that only communications and marketing activity that is outside the scope of the PASS, in other words only activity with no- or low-cost to the Department, is permitted. Activities considered in scope of PASS may only be undertaken with prior approval from the Cabinet Office and the Department, see 15.9 and 15.10 below.
- 15.9. Activity considered in scope of PASS is:
 - 15.9.1. Advertising including TV; radio; digital advertising; outdoor; print; advertorials; recruitment; costs of media; fees and commission for media buying; media planning; creative development and production;
 - 15.9.2. Marketing activities including: design and branding; direct and relationship marketing; customer relationship management programmes; telemarketing; campaign help lines; partnership marketing; sponsorship marketing; field or experiential marketing; merchandising; advertiser funded programming; audio-visual activity; storage and distribution of marketing materials;
 - 15.9.3. Consultation activities including associated publicity, events, resources and materials, research, analysis and evaluation;

- 15.9.4. Communication strategy, planning, concept and proposition testing and development;
- 15.9.5. Market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;
- 15.9.6. Printing and publications;
- 15.9.7. Events, conferences and exhibitions, including stakeholder, public and internal communication events, but excluding training events;
- 15.9.8. Public Relations (PR) activity; and
- 15.9.9. Digital activity including website and application development; search engine marketing, including pay-per-click; digital display advertising; content partnerships; email marketing; mobile and SMS marketing; interactive online content.
- 15.10. Examples of no-cost activities are:
 - 15.10.1. Non-paid social media posts;
 - 15.10.2. Existing Department e-mail channels;
 - 15.10.3. Webinars or online engagement events; and
 - 15.10.4. Networking, engagement, and other business development activity related to the recruitment of schools and Subcontractors.
- 15.11. To help raise awareness of the ITTECF-Based Training for ECTs, the Department may carry out its own Department-led communications and marketing activities. The Department may do this by utilising its own network of stakeholders, commissioning all no-cost communications and marketing activities available to its disposal and, at its own discretion and subject to approvals. The Supplier must not seek to place any reliance on such Department-led awareness raising activity within its tender submission.
- 15.12. The Supplier must ensure Management Information relating to the Communications and Marketing service is captured and reports are made available to the Department at agreed times.
- 15.13. When requested, the Supplier must provide further analysis and evaluation of its Communication and Marketing activities to the Department.

16. DIGITAL REQUIREMENTS

- 16.1. This section sets out the requirements for the three Digital Deliverables that the Supplier shall provide as follows:
 - 16.1.1. The Supplier's Website as described in 16.10. This website shall provide prospective Participants and schools with thorough information on the Supplier's Training Programme [and School-Led Materials];
 - 16.1.2. The Supplier's Digital Learning Solution as described in 16.11 that the Supplier will develop and manage to host their Training Programme; and
 - 16.1.3. The Supplier's Integrations as described in 16.25 through to 16.34 that the Supplier will manage and continually improve to ensure information provided by the Department is processed and/or passed to other parties as soon as it is gathered and any additional information regarding the training or participants is passed back to the Department as soon as it is required.
- 16.2. This section also refers to:
 - 16.2.1. The Supplier's Digital System(s)

16.2.2. The Department's Digital Service

General Requirements

- 16.3. The Supplier's Digital Deliverables shall adhere to:
 - 16.3.1. the Government Technology Code of Practice, see here for more details: <https://www.gov.uk/guidance/the-technology-code-of-practice>
 - 16.3.2. the GDS Service Standard, see here for more details: <https://www.gov.uk/service-manual/service-standard>
 - 16.3.3. GDPR requirements where personal data is held by the Supplier, notifying users of what data is being held, who has access to it and how to change permissions on its use.
- 16.4. The Supplier shall ensure that all Digital Deliverables they deliver:
 - 16.4.1. comply with the requirements of Schedule 28 the Call Off Contract.
 - 16.4.2. undergo and pass a penetration test before the launch date and periodically thereafter for the lifetime of the Digital Learning Solution.
 - 16.4.3. have operational security processes in place.
 - 16.4.4. have a documented process for managing source code.
 - 16.4.5. have a documented process for changing, upgrading or deploying new versions of the software.
 - 16.4.6. provide evidence that these activities have been conducted, highlighting the risks found and mitigations applied.
- 16.5. The Supplier shall ensure that suitable assurance certification be provided in the form of ISO2700 or equivalent. As a minimum the Supplier shall provide evidence that it holds and thereafter maintains Cyber Essentials certification.
- 16.6. The Supplier must follow the Cabinet Office spending controls relating to the approval of technology or digital spending under the Contract. As part of this process, the Supplier must consult with the Department during the development of its proposals and submit them to the Department. The Supplier must not commit to any technology or digital spending without prior approval by the Department being in place.
- 16.7. The Supplier shall report incidents/errors to the Department immediately, wherever practical, even if unconfirmed or when full details are not known. This should be within 24 hours of discovery for major incidents and 3 days for any other incidents or errors. A major incident includes a Supplier system failure, data breach or major issues faced by the Supplier in receiving new or updated participant information via any of the API endpoints. The supplier shall work collaboratively with the Department to resolve any incidents/errors in a timely manner, making available the technical resource to do this.
- 16.8. The Department endeavours to undertake periodic reviews of the Supplier's Digital Deliverables and provide feedback. Suppliers shall ensure the Department is able to undertake this freely including ensuring access to their Digital Learning Solutions. Where this feedback is given the supplier shall work collaboratively with the Department to determine a suitable improvement plan and deliver this in an agreed timeframe.
- 16.9. The Supplier shall make use of analytics and system monitoring to inform service and programme improvement. This could include:
 - 16.9.1. collection of usability data such as time on task, completion rate, error rates etc; and / or

- 16.9.2. collection of feedback from participants around satisfaction, efficacy, digital satisfaction, etc.

Website

- 16.10. The Supplier shall develop a website for the Supplier's Training Programme that is publicly accessible. This website shall provide prospective Participants and schools with thorough information on the Supplier's offer [including School-Led Materials].

Digital Learning Solution

- 16.11. The Supplier shall develop, host and manage a Digital Learning Solution with the capability of hosting the Supplier's Training Programme. The Supplier should design a carefully curated Participant learning experience that should:
 - 16.11.1. provide a clear user journey, which ensures digital and non-digital aspects of the programme map together and considers the other systems users might be interacting with;
 - 16.11.2. enable users to have an engaging and interactive digital learner experience; and
 - 16.11.3. allow for user interaction such watching videos, saving progress and quiz scores.
- 16.12. The Supplier's Digital Learning Solution should meet high usability standards, using Nielsen's 10 Heuristics as a guide to inform best practice. See here for more details: <https://www.nngroup.com/articles/ten-usability-heuristics/>.
- 16.13. The Supplier's Digital Learning Solution shall be accessible to all and meet WCAG 2.2 Level AA Accessibility Standards as follows:
 - 16.13.1. Prior to the commencement of the programme, and then reviewed at periodic points throughout service delivery, the Supplier shall complete an external audit to test their compliance with WCAG 2.2 level AA accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement. See here for more details: <https://www.w3.org/TR/WCAG22/>
 - 16.13.2. In line with the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018, the Supplier shall make their Digital Learning Solution accessible and publish an Accessibility Statement. See here for more details: <https://www.gov.uk/guidance/make-your-website-or-app-accessible-and-publish-an-accessibility-statement#publish-your-accessibility-statement>
- 16.14. The Supplier's Digital Learning Solution should comply with ISO 9241-171:2008 (Ergonomics of human-system interface).
- 16.15. The Supplier's Digital Learning Solution shall be resilient and responsive across devices and operating systems that users use. At a minimum the Supplier shall test their Digital Learning Solution works in browsers specified in the GOV.UK Service Manual. See here for more details: <https://www.gov.uk/service-manual/technology/designing-for-different-browsers-and-devices>.
- 16.16. The Supplier's Digital Learning Solution should be compatible with the latest versions of the following software: JAWS, Zoomtext, Dragon NaturallySpeaking and Dolphin SuperNova, and able to be used without a pointing device such as a mouse.

- 16.17. The Supplier should employ content design principles in line with GDS guidance when designing their Digital Learning Solution. See here for more details: <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>
- 16.18. The Supplier should develop a deep understanding of their users' needs and proactively design their Digital Learning Solution based on these, in line with the GDS Service Standard. See here for more details: <https://www.gov.uk/service-manual/service-standard>
- 16.19. The Supplier should understand the full context of what the user is trying to achieve beyond the interactions with the Digital Learning Solution.
- 16.20. The Supplier shall ensure they are testing their Digital Learning Solution with representative users of the service including those who are low on the digital inclusion scale and have impairments. Insight from the Supplier's user testing, as well as feedback from users of the live service, must be shared with the Department and used to develop, resolve issues and continually improve the services.
- 16.21. The Supplier shall provide opportunities for to give feedback on their Digital Learning Solution via digital and other channels e.g. via service support, complaints processes, phone, feedback forms. We would particularly encourage the use of user research to collect feedback on user experience.
- 16.22. The Supplier shall detail their process for reviewing user feedback, ensuring issues are communicated to the Department as appropriate and resolved in a timely manner. The Supplier shall set out their approach to achieving continuous service improvement in consultation with the Department.
- 16.23. The Supplier shall perform assurance processes iteratively and continuously throughout both the "implementation" and "live" periods of the Digital Learning Solution's lifecycle. Assurance is conducted throughout the delivery phase. The GDS Service Standard encourages an Agile style of delivery where demos (rather than slide-decks) of working software and prototypes are given frequently. See here for more details: <https://www.gov.uk/service-manual/service-standard>
- 16.24. The Supplier shall ensure their Digital Learning solution has an average uptime at or above 99.5%, this data will need to be submitted to the department on an annual basis. Where downtime is needed, this must take place outside of core hours (Monday-Friday 08.00 to 18.00) and the Department should be notified in advance of scheduled downtime. The department should also be informed of unplanned downtime within 24 hours of this being noticed by the supplier.

Data Collection, Reporting and Management.

- 16.25. The Supplier shall securely manage and collect large-scale data, with minimal impact on users and do so in accordance with this Contract.
- 16.26. The Supplier shall integrate with the Department's Digital Service which is used to register the schools and teachers who will be accessing the Supplier's Training Programme. The Department's Digital Service will also host advice and guidance about the ITTECF, ITTECF-Based Training and other programmes on offer to schools.
- 16.27. The Supplier shall integrate with the Department's Digital Service using an application programming interface (API). The Department works to continually improve its API and new functionality occasionally becomes available. When the Department publishes a new API version, only one previous version will remain supported. The Supplier shall:
- 16.27.1. design their Integrations to ensure their records are kept as up to date with those of the Department as practicable, whilst limiting the load placed on the Supplier's Systems and the Department's Digital Services.

- 16.27.2. have an ability to technically and operationally adapt to major version changes to the API within 3 months of the Department confirming specifications for any change, and within 4 weeks for minor changes (for example, adding a new attribute or permitted value to an existing endpoint). The Department undertakes to consult Suppliers when developing revised specifications. The Department aims to share plans for unconfirmed changes as early as possible with the Supplier for consultation. At the point of confirming revised specifications, the Department aims to provide documentation in the Sandbox for testing and recommended processes.
- 16.27.3. design their Integrations so they can effectively manage minor version changes. This means the Supplier shall resiliently handle additional attributes when added to API endpoint responses by designing their API integration such that they can ignore the attribute and ensure it does not cause issues that disrupt the operations of their Digital System's until they are ready to integrate with that API endpoint.
- 16.27.4. design their Integration so they can monitor the performance of their Integration and respond to changes.
- 16.28. The Supplier shall comply with the specifications set out in the API technical documentation, where the Department identifies that a Supplier is not complying with these specifications the Department reserves the right to create a remediation plan which a Supplier must address in an agreed timeframe.
- 16.29. The Supplier shall collaborate with the Department to test the shared end-to-end user journey including any points at which the Department's Digital Service and the Supplier's Digital Systems integrate.
- 16.30. The Supplier shall use the Sandbox environment to test their Integrations and to understand how the API supports journeys for Participants and schools.
- 16.31. The Supplier should share requests for improvements and additions to the API and welcomes feedback on experimental features that may be demoed and/or included in the Sandbox environment.
- 16.32. The Supplier shall accept participant data from the Department using the API to set up user accounts and manage progress and attendance on the Supplier's Digital Learning Solution. Suppliers must not separately collect any participant information which is provided through the Department's Digital Service. When sharing participant data such as TRN and name of participants, the Department will validate the data and highlight the outcome of the validation with the Supplier. The Supplier shall:
 - 16.32.1. ensure that actions on their Digital System's trigger the appropriate calls to the API. For example, where a Participant meets the threshold for a milestone then a declaration should be POSTed to the Department via the API.
 - 16.32.2. ensure any business logic required to integrate with The Department's Digital Service is kept independent of logic which may support user access to the Supplier's Digital Learning Solution. For example, Suppliers should not rely on the Department schedules to manage what materials or features are shown to participants at a particular time.
- 16.33. The Supplier shall capture Participant data, record a Participant's progress throughout their learning journey and enable the export of data via APIs. This should be collected in a manner that minimises any manual burden on Participants.
- 16.34. The Supplier shall ensure that any registration data accepted through the API is made available to their Delivery Partners as soon as they retrieve it from the API.

17. EXIT STRATEGY

- 17.1. The Supplier must prepare and submit its Exit Strategy and Exit Plan relating to the Framework Agreement in accordance with Schedule 17 of the Framework Agreement.
- 17.2. For each Call Off Contract, the Contactor must comply with the requirements of clause 15.

18. CONTINUOUS IMPROVEMENT

- 18.1. Continuous improvement covering all programme areas should be ongoing throughout the lifecycle of the contract, supporting improvements both within and across cohorts. These improvements should be based on participant feedback and other appropriate evidence (e.g. evaluations, Ofsted). In line with these requirements the Supplier must, within three months of the Service Commencement Date, submit its Continuous Improvement Plan (CIP) in accordance with Schedule 11 of the Call Off Contract. The supplier will be expected to report on continuous improvement regularly, with meetings held at the start of each quarter as minimum, as per Schedule 11 of the Call Off Contract.

Lead Provider Community

- 18.1 The Supplier a member of the Lead Provider Community and complies with the requirements of being Community Member as set out in Schedule 12 of the Framework Agreement.
- 18.2. The Supplier proposes improvements and / or innovations that will benefit the delivery of the Services and other Community Members.

19. SOCIAL VALUE

- 19.1. The Supplier must be committed to delivering Social Value during the Contract Period with a specific focus on tackling economic inequality by creating new jobs and skills.
- 19.2. The Supplier must develop, submit, and maintain a Social Value Plan in accordance with Schedule 26 of the Call Off Contract.
- 19.3. The Supplier must meet the objectives set out in paragraph 19.1 by making commitments in its Social Value Plan relating to the following initiatives:
 - 19.3.1. implementing a programme leader secondment scheme;
 - 19.3.2. funding a leadership bursary scheme ;
 - 19.3.3. delivering an art of facilitation certification professional learning community; and
 - 19.3.4. support UCLC's skills apprenticeships scheme
- 19.4. The Supplier must deliver the proposals set out in accordance with the Supplier's Tender (Schedule 4)

ANNEX 1: ACCEPTED EVIDENCE FOR DECLARATION MILESTONES

1. General

- 1.1. In accordance with paragraph 2.13 of Schedule 6 of the Model Call off Contract, the Supplier is paid Output Payments. The Supplier is required to make Declarations and record Management Information to evidence they have achieved Outputs.
- 1.2. This Annex sets out the requirements of what is acceptable as evidence to support Declarations. This Annex shall be reviewed from time-to-time to ensure it reflects how the Supplier delivers Training Content and how ECTs and Mentors undertake their training.
- 1.3. The Supplier shall work with the Department to agree what constitutes acceptable Evidence of Engagement and collection of such evidence to:
 - 1.3.1. reflect the design of the Supplier's programme and the needs of Participants and the flexibility to undertake training in different ways and to different timescales;
 - 1.3.2. minimise the administrative burden on Participants and schools to help maximise engagement;
 - 1.3.3. allow the Department to validate achievement of Outputs and the performance of the Supplier; and
 - 1.3.4. help the Department evaluate and understand the impact and quality of ITTECF-Based Training.
- 1.4. In any event, the Supplier agrees what constitutes acceptable Evidence of Engagement of with the Department.

2. Evidence to support Declarations

- 2.1. Table A below summarises the evidence the Supplier is required to record for each Declaration point:

Table A – evidence required for each Declaration point	
Output and Declaration points	Evidence required
Start Declaration	A Participant is registered on the Department's Digital Service and evidence that they have commenced their training in some way
Retention Point 1	Evidence that an ECT is still active on the Supplier's programme in some way
Retention Point 2	Evidence that an ECT has substantively engaged across the first year in accordance with the Supplier's programme
Retention Point 3	Evidence that an ECT has commenced the second year of the Supplier's programme
Retention Point 4	Evidence that an ECT is still active on the Supplier's programme in some way
Completion Declaration (Mentor)	A Mentor has substantively engaged and concluded the Supplier's programme
Completion Declaration (ECT)	An ECT has substantively engaged across the second year and concluded the Supplier's programme

- 2.2. The types of evidence that will be accepted to demonstrate a Participant has commenced the programme includes, but is not limited to, such as:
- 2.2.1. A Participant is registered on the Department's Digital Service; and
 - 2.2.2. user analytics, such as time spent on the Digital Learning Solution, number of downloads of additional materials (i.e. such as podcasts, multi-media);
 - 2.2.3. self-reporting summaries – completed as possibly end of term/module surveys, possibly with input from Mentors;
 - 2.2.4. data linked to use of Diagnostic Tools and actioned next steps;
 - 2.2.5. attendance records for training event(s).
 - 2.2.6. completion of self-study material
- 2.3. The types of evidence that will be accepted to demonstrate achievement of the Outputs relating to ECT Retention Points 1, 3 & 4 include, but not limited to, activity that confirms the ECT remains on the programme, such as:
- 2.3.1. user analytics, such as time spent on the Digital Learning Solution, number of downloads of additional materials (i.e. such as podcasts, multi-media);
 - 2.3.2. self-reporting summaries – completed as possibly end of term/module surveys, possibly with input from Mentors;
 - 2.3.3. data linked to use of Diagnostic Tools and actioned next steps;
 - 2.3.4. attendance records for training events.
- 2.4. The types of evidence that will be accepted to demonstrate an ECT has achieved Retention Point 2 include, but are not limited to, substantive engagement that evidences an ECT has completed their first year, such as:
- 2.4.1. evidence of attendance at minimum two live, synchronous, or asynchronous sessions in the engagement window, including watching recordings if unable to attend in person;
 - 2.4.2. online and offline engagement with self-study materials;
 - 2.4.3. completion of diagnostics and end of module reviews.
 - 2.4.4. self-reporting summaries – completed as possibly end of term/module surveys, possibly with input from Mentors;
 - 2.4.5. data linked to use of Diagnostic Tools and actioned next steps;

The level of engagement for an ECT who has completed year one of the Supplier's Programme shall equate to at least 75% of the year 1 programmed hours of self-directed study and / or training sessions during their first year.

- 2.5. The types of evidence that will be accepted to demonstrate an ECT has completed the second year of programme includes, but are not limited to, evidence that demonstrates substantive engagement during their second year, such as:
- 2.5.1. evidence of attendance at minimum two live, synchronous, or asynchronous sessions in the engagement window, including watching recordings if unable to attend in person;
 - 2.5.2. online and offline engagement with course materials;
 - 2.5.3. completion of diagnostics and end of module reviews.

The level of engagement for an ECT who has completed the second year of the Supplier's Programme shall equate to at least 75% of the year 2 programmed hours of self-directed study and / or training sessions during their second year.

- 2.6. The evidence of engagement for an ECT during the Contract Period for the two years is used to demonstrate compliance with paragraph 7.28.1 and measure performance against KPI6a. The evidence must demonstrate an ECT has a level of engagement for an ECT who has completed the Supplier's Programme equates to 75% of the total number of programmed hours for self-directed study and / or training sessions across the two years.
- 2.7. The types of evidence that will be accepted to demonstrate a Mentor has completed their training, include but are not limited to, evidence that demonstrates substantive engagement over the year they have undertaken their training such as:
- 2.7.1. user analytics, such as time spent on the Digital Learning Solution, number of downloads of additional materials (i.e. such as podcasts, multi-media);
 - 2.7.2. evidence of attendance at live, synchronous, or asynchronous sessions in the engagement window, including watching recordings if unable to attend in person;
 - 2.7.3. online and offline engagement with course materials;
 - 2.7.4. completion of diagnostics and end of module reviews.

The level of engagement for a Mentor who has completed the Supplier's Training Programme shall equate to at least 75% of the total number of programmed hours across the full year of their programme. The evidence provided shall be used as demonstrate compliance with paragraph 7.28.2 and performance against KPI6b.

Schedule 3 (Charges)

Definitions

In this Schedule, the following terms shall have the meanings set out below:

“Declarations”	Means the electronic declaration made by the Supplier to evidence they are due an Output Payment;
“Milestone Payment”	means the price for delivering the Milestone as set out in the Pricing Schedule;
“Output”	means the successful completion of a specific deliverables per ECT or Mentor as per Table 1 of this Schedule;
“Output Date”	means the date by which the Supplier shall achieve the Output;
“Output Payment”	means the price the Department will pay the Supplier for each Output achieved;
“Per Mentor Price”	means the price set per Mentor for each person undertaking training as set out in the Pricing Schedule;
“Per ECT Price”	means the price set per ECT for each person undertaking training as set out in the Pricing Schedule;
“Pricing Schedule”	means the pricing breakdown submitted included in Annex 2 of this Schedule;
“Retention Point”	means a point in the ECT training programme which triggers an Output Payment
“Service Fee”	means a monthly fee paid for Services and calculated in accordance paragraph 2 of this Schedule;
“Service Fee Threshold”	means the threshold that applies to the Recruitment Targets and the point at which the Department can amend the Service Fee in accordance with paragraph 2.7 of this Schedule;
“Total Service Fee Value”	means the total amount of Service Fee payable for the ECT Training related Services to be delivered under this Call Off Contract. The Total Service Fee Value is stated in the table at Annex 1 and detailed in the Supplier’s Pricing Schedule included at Annex 2.

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Schedule; and

1.1.2 cannot be increased except as specifically permitted by this Schedule

Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

1.2 Indexation shall not apply to the Charges.

2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex **Error! Reference source not found.** shall be available for use in calculation of Charges in this Contract.

2.2 The Charges payable to the Supplier by the Department shall consist of:

2.2.1 Milestone Payments

2.2.2 The monthly Service Fee;

2.2.3 The Output Payments, consisting of:

- a) ECT / Mentor start payments;
- b) ECT retention payments; and
- c) ECT / Mentor completion payments.

All subject to and in accordance with the provisions of this Contract.

Milestone Payments

- 2.3 The Supplier is paid a Milestone Payment for each Milestone it achieves in accordance with Annex 1 of Part A of Schedule 8.
- 2.4 The amounts, and dates, of payments for each Milestone Payment are as set out in Annex 1 of this Schedule.
- 2.5 The Supplier shall calculate and evidence the actual cost incurred in delivering the Milestone. In the event the cost is less than the Milestone Payment at the Start Date, the Supplier credits the Department the difference by reducing the invoiced amount.

The Service Fee

- 2.6 Subject to the terms of the Contract, a Service Fee is paid for each Cohort. The Service Fee is 40% of the cost of the Services to deliver the recruitment and training of ECTs.
- 2.7 The Service Fee is paid for a total of 40 months from June 2025. 90% of the Service Fee amount is paid over 29 months, 10% of the Service Fee amount is paid over 40 months. The Service Fee is a fixed amount per month in accordance with Table 2 of Annex 1 of this schedule.

Adjusting the Service Fee

- 2.8 As per paragraph 5.1.3, if the Supplier fails to recruit 90% (the Service Fee Threshold) of the Recruitment Target by any of the Recruitment Milestones, then the Department reserves the right to adjust the monthly Service Fee as follows:
 - 2.8.1 If the Supplier does not achieve 90% of the Recruitment Target at Recruitment Milestone 1 or 2, the Service Fee can be reduced to 90% of the forecast outturn of performance of recruitment; and
 - 2.8.2 If the Supplier does not achieve 90% of the Recruitment Target at Recruitment Milestone 3 or 4, reduce the Service Fee to a value equivalent to the actual number of ECTs and / or Mentors recruited.
- 2.9 Where the Service Fee is reduced in accordance with paragraph 2.8, the Supplier shall ensure their invoice is based on the reduced value from the month following the Recruitment Milestone.
- 2.10 The Service Fee can be adjusted where the Department has agreed the Supplier can exceed their Recruitment Target. The Supplier seeks permission from the Department to exceed their Recruitment Target(s). In any event, the Supplier shall not exceed their Recruitment Target by more than 150%. For example, if the Recruitment Target at the Contract Date was 3,000, the Supplier shall not recruitment more than 4,500.
- 2.11 The Service Fee can be adjusted where the Supplier has exceeded their Recruitment Target(s) by up to 115% of the Recruitment Target(s) at the Contract Date. Where actual recruitment is up to 115% of the Recruitment Target(s), the Department will adjust the Service Fee at Recruitment Milestone 4 to align to the actual number recruited and backpay the relevant Service Fee amount.

- 2.12 A Service Fee is not payable for any ECT where the Supplier has already, recruited more than 115% of their Recruitment Target(s). The Supplier is only paid Output Payments for any ECTs where the Supplier has recruited 115% of their Recruitment Target(s).
- 2.13 The Service Fee is not adjusted where a ECT defers their training, or transfers to, or from, the Supplier from another Lead Provider. The Supplier is only paid the Output Payment(s) that are due after the ECT(s) and / or Mentor(s) have transferred to the Supplier from another Lead Provider and the Supplier has made a relevant Declaration.

Per ECT and Per Mentor Prices and Output Payments

- 2.14 Subject to the terms of the Contract, the Supplier is paid Output Payments. Output Payments equate to:
- 2.14.1 60% of the cost of the Services to deliver the recruitment and training of ECTs; and
 - 2.14.2 100% of the cost of the Services to deliver the recruitment and training of Mentors.
- 2.15 The Supplier shall provide ECT and Mentor training in accordance with the pricing in Annex 1.
- 2.16 Per ECT Prices are banded according to the volume of delivery.

Output Payments

- 2.17 Subject to the terms of the Contract, the Department shall pay the Supplier the applicable Output Payment for each Output that is achieved in accordance with the requirements of the Contract. The applicable Output and proportion of the total Output Payment available shall be ascertained by reference to Table 1 below.

Table 1 Outputs and Output Payment		
Outputs	Proportion of total Output Payment	Assumed date of Output based on a standard programme and measurement dates for Engagement Metrics
Mentor start	50%	By end of December
Mentor completion	50%	By end of July
ECT start	20%	By end of December
ECT Retention Point 1	15%	By end of March
ECT Retention Point 2	15%	By end of July
ECT Retention Point 3	15%	By end of December
ECT Retention Point 4	15%	By end of March
ECT completion	20%	By end of July

- 2.18 Output Payments are paid on a rolling basis, in accordance with the Declaration Window and profile of payments in Table 2 below. There are four payments that cover the first year of Cohort (1st July 2025-31st July 2026) and three thereafter for the remainder of the Contract Period.

- 2.19 Output Payments are based on the Declarations made by the Supplier during the related Declaration Window. The first payment is paid no later than 30 days after the 25th November 2025. This will be based on the ECT and Mentor start Declarations made by the Supplier up to the end of October 31st 2025.

Table 2 Declaration Windows and payment profile for Output Payments			
Payment reference	Declaration Window	Invoice Date	Payment Date
Payment A	1 st July – 31 st October 2025	No later than the 25 th November 2025	no later than 30 days after the 25 th November 2025
Payment B	1 st November – 31 st December 2025	No later than the 25 th January 2026	no later than the 30 days after the 25 th January 2026
Payment C	1 st Jan – 31 st March 2026	No later than 25 th April 2026	no later than the 30 days after the 25 th April 2026
Payment D	1 st April – 31 st July 2026	No later than 25 th August 2026	no later than the 30 days after the 25 th August 2026
Payment E	1 st August – 31 st December 2026 and each year thereafter until the End Date	No later than 25 th January 2027 and each year thereafter until the End Date	no later than the 30 days after the 25 th January 2027 and each year thereafter until the End Date
Payment F	1 st Jan – 31 st March 2027 and each year thereafter until the End Date	No later than 25 th April 2027 and each year thereafter until the End Date	no later than the 30 days after the 25 th April 2027 and each year thereafter until the End Date
Payment G	1 st April – 31 st July 2027 and each year thereafter until the End Date	No later than 25 th August 2027 and each year thereafter until the End Date	no later than the 30 days after the 25 th August 2027 and each year thereafter until the End Date

- 2.20 Output Payments thereafter are based on the Declarations made by the Supplier for Participants who have started or reached a retention point since the previous Declaration Window.
- 2.21 The Supplier does not claim any payment if no Declarations have been made in the Declaration Window and / or all of their Participants have concluded their training prior to the End Date
- 2.22 Participants can start and conclude their training at various points and do not necessarily need to commence and complete their training in accordance with the dates in Table 1.
- 2.23 Output Payments for Participants that undertake their training in a non-standard way will be paid according to their training profile. For example, if a Supplier has an ECT that commences their training in January, the Supplier would make a start Declaration in the January and claim payment at payment C. Likewise, if an ECT did not reach Retention Point 2 until August, the Supplier would make the relevant Declaration in the August and claim payment at payment E.

- 2.24 The Department will conduct a full reconciliation and validation after every Declaration Window or as directed by the Department to ensure of Output Payments after every payment to ensure that the Supplier has not been overpaid or underpaid for Outputs completed. The Supplier repays the Department in accordance with paragraph 9 for any amounts that have been overpaid or vice-versa.

Declarations for Output Payments

- 2.25 Output Payments are made according to the number of Declarations made by a Supplier in respect of a Participant starting, Participant retention, and Participant completion.
- 2.26 The Supplier makes Declarations via the Department's Digital Service by the end of the related payment Declaration Window in order to be eligible for the relevant Output Payment. The Supplier does not claim Output Payments where there is no related Declaration.
- 2.27 For non-standard training, the Supplier makes Declarations according to the Participant training profile as per paragraph 2.23 above.
- 2.28 For each Declaration, the Supplier must ensure they can evidence that they have met the related Output.
- 2.29 The Supplier supports Declarations by recording the following Management Information for each Participant:
- 2.29.1 The Participant's TRN, role, name, date of birth, working pattern, email address, date of sign up and commencement, Evidence of Engagement and completion and reason for withdrawal/deferral where applicable;
 - 2.29.2 The School's URN, contact details of the Induction Co-ordinator (including name, telephone number and email address), date school signed up, date school withdrew/reason for withdrawal when appropriate and reason for school not signing up with the Supplier.
- 2.30 Annex 1 of the Specification provides further details on what constitutes Evidence of Engagement. The Supplier submits full details of the evidence that the Supplier relies on for its Declarations to enable the Department to validate the achievement of Outputs. As part of the validation process, the Supplier will be required to meet with the Department to discuss matters relating to Declarations and related evidence after each Declaration Window. The Department reserves the right to request further information in order to verify a Participant's engagement in the Supplier's programme. The Department may also conduct spot checks to verify the data is accurate by cross-referencing with other Management Information returns or contacting Schools to validate participation and engagement data.
- 2.31 The Supplier cannot submit multiple Declarations for an ECT or Mentor unless there has been a delay, and they are submitting a Declaration late. For example, the Supplier cannot submit Declarations for both Retention Points 1 and 2 in payment C but could submit them both in payment D if there was a delay in submitting a Declaration for Retention Point 1.

Output Payments for Withdrawals, Deferrals and Transfers

- 2.32 The Supplier is not paid for an Output Payment that would be due after a Participant withdraws from their training, unless there is sufficient Evidence of Engagement to demonstrate the Participant met the Output which was due after the point of withdrawal. The Supplier must inform the Department of any Participant who withdraw from the programme.
- 2.33 If a Mentor transfers after the start but before completion:

- 2.33.1 the Supplier is paid the Output Payment that would be due after the Mentor has transferred to another Lead Provider if there is sufficient Evidence of Engagement to demonstrate that the Mentor met the Output which was due after the point of transfer.
 - 2.33.2 the Supplier is paid the Output Payment that would be due after the Mentor has transferred from another Lead Provider if there is sufficient Evidence of Engagement to demonstrate that the Mentor met the Output which was due after the point of transfer.
- 2.34 If an ECT transfers between two Retention Points:
 - 2.34.1 the Supplier is paid the Output Payment that would be due after the ECT has transferred to another Lead Provider if there is sufficient Evidence of Engagement to demonstrate that the ECT met the Output which was due after the point of transfer. No further Output Payments will be made past that point as the Supplier is no longer delivering training to that ECT.
 - 2.34.2 the Supplier is paid the Output Payment that would be due after the ECT has transferred from another Lead Provider if there is sufficient Evidence of Engagement to demonstrate that the ECT met the Output which was due after the point of transfer. Subject to 2.28, the Supplier is paid the remaining Output Payments for the transferred ECT.

Exceptions to payment for Mentor training

- 2.35 Subject to paragraph below 2.37 below, Suppliers are paid for the recruitment and training of Mentors who have not been previously trained to mentor ECTs. The costs associated with supporting Mentors after they have completed their training with the Supplier, or who have already completed ECT Mentor training prior to being recruited by the Supplier are considered in the Supplier's Per ECT Prices.
- 2.36 Where a Mentor recruited by the Supplier has previously undertaken Initial Teacher Training mentor training with a provider who is not the Supplier, the Supplier shall make an assessment as to what, the extent of if any additional training the Mentor requires and tailor their training offer as appropriate. The Supplier is paid for providing training to such Mentors.
- 2.37 Where a Mentor recruited by the Supplier has previously undertaken Initial Teacher Training mentor training with the Supplier, the Mentor is not required to undertake additional mentor training, and the Supplier is not paid if they choose to provide additional training in any event. The costs associated with supporting Mentors who have previously undertaken Initial Teacher Training mentor training with the Supplier are considered in the Supplier's Per ECT Prices.

3. Costs and expenses included in the Charges

- 3.1 Except as otherwise stated in the Call Off Order the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges;
 - 3.1.2 delivering the obligations of being a Lead Provider under the Framework Agreement including being a member of the Lead Provider Community; or
 - 3.1.3 costs incurred prior to the commencement of this Contract.

4. Not Used

5. Events that allow the Charges to varied

- 5.1 The Charges can be varied (and Annex **Error! Reference source not found.** will be updated accordingly) due to:
- 5.1.1 there being a Variation to this Contract and the Charges are change;
 - 5.1.2 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
 - 5.1.3 the Supplier fails to meet the Service Fee Threshold which is at least 90% of any of the Recruitment Targets;
 - 5.1.4 the staffing headcount profile of the Supplier is less than 75% of what was specified in the Pricing Schedule;
 - 5.1.5 the Supplier recruits more 100%, and up to 115%, of the Recruitment Target;
 - 5.1.6 a request from the Supplier, which it can make at any time, to decrease the Charges; and
 - 5.1.7 verification of the Allowable Assumptions in accordance with Paragraph 14.
- 5.2 In the circumstances set out in paragraphs 5.1.3 and 5.1.4, the Charges will be Changed by way of a reduction to the monthly Service Fee. Where 5.1.3 applies, the Service will be reduced to an amount that is equivalent to the actual number of ECTs and / or Mentors that have been recruited. Where 5.1.4 applies, the Department will consider the costs in the Pricing Schedule and the actual costs incurred by the Supplier and adjust the Charges accordingly via a Contract Change Notice.

6. Not Used

7. General

- 7.1 The Department shall pay the Supplier the Charges in accordance with Annex 1 for delivery of the Services, based on costs in the Pricing Schedule, subject to satisfying the Department's payment conditions for the delivery of Services which are satisfactorily meeting the Milestones, Service Levels, KPIs and Performance Management, as set out in Schedule 10 (Service Levels).
- 7.2 At any time during the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Supplier) the Department shall be entitled to validate any claim for payment made by the Supplier. In accordance with clause 4 the Supplier shall provide all necessary assistance as requested by the Department (including without limitation, procuring the consent of ECTs) to enable the Department to validate any claim for payment made by the Supplier.

8. Fees to Participants

- 8.1 Neither the Supplier nor its Agents or Subcontractors shall levy any charge on Participants or schools except as expressly permitted in advance and in writing by the Department (at its sole discretion).

9. Recovery of Sums Due

- 9.1 Whenever under the Contract any sum of money is recoverable from the Supplier, or payable by the Supplier (including any sum which the Supplier is liable to pay to the Department in respect of any breach of the Contract), the Department may set off the sum from any sum due, or which at any later time may become any other agreement or contract with the Department or the Crown.
- 9.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise shall be the sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- 9.3 The Supplier shall make any payments due to the Department without any deductions whether by way of offset, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by Department to the Supplier.
- 9.4 All payments due shall be made within 28 days once agreed between the parties that a sum of money is recoverable, unless otherwise specified in the Contract, in cleared funds, to such bank or building society as the recipient Party may from time to time direct.
- 9.5 For the avoidance of doubt, if the Supplier does not meet set up Milestones included in Schedule 8 of the First Call Off Contract, the Department reserves the right to seek recover any related costs it has been paid under the First Call Off Contract. Such costs and sum will be recovered via a credit note submitted by the Supplier to the Department or by an invoice or by set-off at the Department's discretion.

10. Disputed Claims

- 10.1 Notwithstanding paragraph 7.1 of this Schedule 3, payment by the Department of all or any part of any Charges rendered or other claim for payment by the Supplier shall not signify approval. The Department reserves the right to verify Charges after the date of payment and subsequently to recover any sums, which have been overpaid.
- 10.2 If any part of a claim rendered by the Supplier is disputed or subject to question by the Department either before or after payment then, upon request, the Supplier shall provide such further documentary and oral evidence as the Department may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to the Department.
- 10.3 If any part of a claim for the Charges by the Supplier is disputed or subject to question by the Department, the Department shall not withhold payment of any part of the claim for the Charges which is not in dispute.
- 10.4 If any of the Charges rendered by the Supplier are paid but any part of is the Charges are disputed or subject to question by the Department and such part is subsequently agreed or determined not to have been properly payable then the Supplier shall immediately repay such part of the Charges to the Department.
- 10.5 The Department shall be entitled to deduct from sums due to the Supplier by way of offset any amounts owed to it or which are in dispute or subject to question either in respect of the Charges for which payment is being made or any previous Charges.

11. Financial Reporting and Audit

- 11.1 The Supplier keeps accurate records of all costs and expenditure relating to this Contract and supplies a Financial Report in accordance with this Contract.
- 11.2 The Supplier shall maintain and update the Pricing Schedule that is included at Annex 2 to this Schedule. The Supplier shall revise any forecasts update the Schedule to reflect the actual costs incurred in delivering the Services and submit such revised versions to the Department from time to time as required by the Department. The Supplier uses Open Book Data to update their Pricing Schedule.
- 11.3 The Supplier will also supply an update profile of deployed FTE for the Cohort duration, which is updated for actuals every month and submitted to the Department.
- 11.4 The Supplier shall co-operate fully and in a timely manner with any reasonable request from time to time of the Department or any Auditor and at the expense of the Supplier to provide documents, or to procure the provision of documents, relating to this Contract, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

- 11.5 The Supplier shall instruct its external auditor to provide reasonable co-operation with the Auditor for the purposes of verifying financial information.
- 11.6 The Department shall during each Audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Department deems reasonable and use its reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

12. Pricing of Variations

- 12.1 The provisions of this paragraph 12 shall apply to the pricing of any Variation (or proposed Variation) and the calculation of any change to the Charges consequent upon a Variation (or proposed Variation).
- 12.2 The Parties acknowledge that a Variation or proposed Variation may have an impact on the Charges in one or more of the following ways:
 - 12.2.1 One-off cost, in which case paragraph 12.5 shall apply;
 - 12.2.2 Subject to the Supplier's obligation to mitigate increases in the Charges, a Process Variation may result in an amendment to the Charges, in which case paragraph 12.6 apply;
 - 12.2.3 The cost of any up-front investment by the Supplier in order to achieve a Variation as set out in paragraph 12.2.2 in which case paragraph 12.12 shall apply.
- 12.3 In any of the cases referred to in paragraphs 12.2.1 to 12.2.3 above, and without prejudice to paragraph 12.4, the Supplier shall use the Pricing Schedule provided by the Department to demonstrate and justify any claim for additional or reduced Charges arising as a result of any proposed Variation.
- 12.4 Where a Variation is requested by either Party under the Change Control Procedure then, subject to the terms of the Change Control Procedure, the Supplier shall at its own cost prepare, populate and submit for the Department's approval a specific version of the Pricing Schedule demonstrating the impact of the proposed Variation which shall:
 - 12.4.1 Be based on and reflect the principles of the Pricing Schedule, having regard to any assumptions stated in the Pricing Schedule which affect the Charges;
 - 12.4.2 Include estimated volumes of each type of resource to be employed and the applicable average annual salary for resource employed specified in the Pricing Schedule;
 - 12.4.3 Include full disclosure of any assumptions underlying such a quotation. The Department reserves the right to request further clarity around these assumptions and the underlying calculations until it is satisfied as to their validity; and
 - 12.4.4 Include evidence of the cost of any assets required for the Variation.
- 12.5 Where paragraph 12.2.1 applies:
 - 12.5.1 The Supplier shall be paid in full upon completion, or by an agreed Schedule of milestone payments (both payment options subject to meeting specified acceptance criteria agreed at the outset).
 - 12.5.2 The Department shall issue a separate purchase order and the Supplier shall raise a separate invoice or credit note in respect of the one-off cost.
- 12.6 Where paragraph 12.2.2 applies:

- 12.6.1 Any necessary changes to the Charges shall be effected by means of changes to the relevant Per ECT or Per Mentor Price, Service Fee and/or Output Payments set out in of the relevant Tables of this Schedule; and
- 12.6.2 Any necessary changes to the Charges will be in accordance with the original requirements for the completion of the Pricing Schedule as set out in the invitation to Tender, for example the maximum cap on Service Fee will still apply.
- 12.7 The Charges shall not be adjusted more than on a bi-annual basis. The date any Charges adjustment ("Price Adjustment Start Date") takes effect shall be at the start of the six-month period immediately following implementation of the Variation in question. For example, where a Process Variation is implemented during the month of September in a Contract Year; the relevant Charges shall be adjusted with effect from 1 January in that Contract Year. If there are several adjustments in one six-month period, these will be aggregated to make one adjustment at the start of the next six month period.
- 12.8 The Department shall provide the Supplier with a revised copy of the relevant Tables of this Schedule by the date any such Variation takes effect (1 January, 1 April, 1 July, 1 October).
- 12.9 A Process Variation shall be implemented timeously, and such implementation shall not await the Price Adjustment Start Date.
- 12.10 If a Process Variation is implemented and there is a demonstrable financial loss to a Party due to the relevant Charges not being adjusted until the Price Adjustment Start Date (first day of next quarter), then the Party impacted in this way can seek recovery of the amount due in the following manner:
- 12.10.1 if it is the Supplier, by notifying the Department and providing supporting documentation and then (if the claim is accepted by the Department) submitting a separate invoice; or
- 12.10.2 if it is the Department, by issuing a credit note request and supporting documentation.
- 12.11 Any request to seek recovery of such an amount must be submitted within 3 (three) months of the Price Adjustment Start Date.
- 12.12 Where paragraph 12.2.3 applies, the Process Variation element shall be dealt with in accordance with paragraph 12.6 above and any up-front investment required to implement such a Process Variation shall itself be dealt with through an adjustment to the relevant Charges under paragraph 12.6 above or treated as a one-off cost in accordance with paragraph 12.5 above.
- 12.13 Following implementation of a Variation, the Department shall make any necessary consequential changes and/or updates to the relevant Tables in Annex 1 of this Schedule.

13. Gainshare Assessment

- 13.1 The Department reserves the right to assess (a "**Gainshare Assessment**") on an annual basis and or within 12 months of the end of the Contract Period if the actual cost of the delivering the Services under this Call Off Contract is less than the amount of Charges paid by the Department. If the Gainshare Assessment identifies that the Supplier's Cost, exclusive of profit, of delivering the Services was less than the Charges already paid to the Supplier for the Services included in the Gainshare Assessment, the Department will recover an amount ("**Gainshare Payment**") equal to 50% of the savings generated.

- 13.2 For example, if the Gainshare Assessment identifies the actual cost of delivering the Services was £50,000 (fifty thousand) less than the total amount of Charges paid to the Supplier for the Services, the Department would be entitled to a £25,000 Gainshare Payment.
- 13.3 The Supplier pays the Department the Gainshare Payment by crediting the amount to the invoice that is raised immediately after the Gainshare Payment is identified, or if no invoice is due, the Supplier issues a credit note equal to the Gainshare Payment to the Department on the 25th day of the month after the Gainshare Payment has been identified.

14. Allowable Assumptions

- 14.1 The Supplier has Tendered on the assumption that:
- 14.1.1 the number of ECTs entering the teaching workforce for this Cohort is forecast to be between 22,000 and 25,000 ECTs; and
 - 14.1.2 The number of new Mentors for this Cohort is forecast to be between 60-75% of the number of ECTs.
- 14.2 The Supplier acknowledges that the actual number of ECTs undertaking Provider-Led Training and new Mentors will be subject to a range of factors and it is unlikely that there will be 100% take up of the offer of Provider-Led Training in any event.

ANNEX 1 TO SCHEDULE 3 RATES AND PRICES

1. General

1.1 The Supplier shall provide the Services in accordance with the Pricing Schedule as set out in Tables 1-6 below:

2. Total of the prices for the Services

2.1 The total price to deliver the Services is as set out in Table 1 below:

Redacted Under FOIA Section 43(2), Commercial interests



3. Set Up

3.1 The prices for Set Up related Services are subject to paragraph 2.5 of this schedule and are as follows:

Redacted Under FOIA Section 43(2), Commercial interests



Redacted Under FOIA Section 43(2), Commercial interests



4. Volume Based Prices & Outputs and payment breakdown

4.1 The price to deliver training to Mentors is as follows:

Redacted Under FOIA Section 43(2), Commercial interests



4.2 The total value of payments for training to Mentors is broken down as follows:

Redacted Under FOIA Section 43(2), Commercial interests



4.3 The prices to deliver training to ECTs is as follows:

Redacted Under FOIA Section 43(2), Commercial interests



4.4 The total value of payments for training to ECTs is broken down as follows:

Redacted Under FOIA Section 43(2), Commercial interests



ANNEX 2 TO SCHEDULE 3 PRICING SCHEDULE

Redacted Under FOIA Section 43(2), Commercial interests

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Schedule 4 (Tender)

Redacted Under FOIA Section 43(2), Commercial interests

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Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Call Off Order (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

Redacted Under FOIA Section 43(2), Commercial interests



Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.
- 1.5 The types, nature and number of Transparency Reports are subject to review for each Call Off order.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
KPI Performance	Performance against agreed KPI metrics	As agreed for Contract Management Reports	Quarterly
Subcontractors	List of Delivery Partners	As agreed for Contract Management Reports	Annually

Schedule 7 (Staff Transfer)

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"Admission Agreement" either or both of the CSPS Admission Agreement (as defined in Annex **Error! Reference source not found.:** CSPS) or the LGPS Admission Agreement) as defined in Annex **Error! Reference source not found.:** LGPS), as the context requires;

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

- 1.1.1 redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- 1.1.2 unfair, wrongful or constructive dismissal compensation;
- 1.1.3 compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- 1.1.4 compensation for less favourable treatment of part-time workers or fixed term employees;
- 1.1.5 outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- 1.1.6 claims whether in tort, contract or statute or otherwise;
- 1.1.7 any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of

implementing any requirements which may arise from such investigation;

"Fair Deal Employees"	as defined in Part D;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including:</p> <p>1.1.1 any amendments to that document immediately prior to the Relevant Transfer Date;</p> <p>1.1.2 any similar pension protection in accordance with the Annexes Error! Reference source not found.-Error! Reference source not found. inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</p>
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees

	because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier,

Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 N/A;
- 3.2 N/A;
- 3.3 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.4 Part D (**Error! Reference source not found.**):
 - 3.4.1 Annex **Error! Reference source not found.** (CSPS);
 - 3.4.2 Annex **Error! Reference source not found.** NHSPS);
 - 3.4.3 Annex **Error! Reference source not found.** (LGPS);
 - 3.4.4 Annex **Error! Reference source not found.** (**Error! Reference source not found.**).
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (**Error! Reference source not found.**).

Part A: Not Used

Part B: Not Used

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed

upon it under Law and (b) comply with the provisions of Part D (**Error! Reference source not found.**) and its Annexes of this Staff Transfer Schedule.

- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: **Error! Reference source not found.** of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Not Used

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and

1.1.3 the date which is twelve (12) Months before the end of the Term; or

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.

1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor

1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
- 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part **D**: **Error!**

Reference source not found. which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

- 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
 - 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part **D: Error! Reference source not found.**); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use

reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.

- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:

- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its

origin before, on or after the Service Transfer Date, Including any Employee Liabilities:

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
 - 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or

- (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and

- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Annex E1: List of Notified Subcontractors

Annex E2: Not Used

Schedule 8 - Implementation Plan, Testing and Quality Assurance

Part A - Implementation

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph 7.1;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the Achievement of the relevant Milestone;

2. Agreeing and following the Implementation Plan

- 2.1 The Supplier develops, implements, and maintains an Implementation Plan that is in a format which is acceptable to the Department. The first version of the Implementation Plan is at the Annex 2 to this Schedule. This was the version included in the Supplier's Tender accepted by the Buyer. The Supplier shall provide a further updated Implementation 28 days after the Start Date.
- 2.2 The Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require;
 - 2.2.2 detail the activities the Supplier will undertake in order to deliver the Services up to the end of the Implementation Period (including recruitment and other activity undertaken prior to the delivery of training);
 - 2.2.3 show the resources (including any Subcontractors) involved in delivering the activities and tasks; and
 - 2.2.4 include a start and end date associated with each activity / task;
 - 2.2.5 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements which are set out in Schedule 16.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Not Used

7. Implementation Period

- 7.1 The Implementation Period will commence on the Contract Date and end on the 31st August 2025.
- 7.2 In accordance with the Implementation Plan, the Supplier shall:
 - 7.2.1 work cooperatively and in partnership with the Buyer and other Lead Providers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.2.2 liaise with other Lead Providers to enable the full completion of the Implementation Period activities;
 - 7.2.3 work cooperatively and in partnership with Lead Providers to ensure a smooth handover and operation where a Subcontractor is working with multiple Lead Providers;
 - 7.2.4 work cooperatively and in partnership with Lead Providers and / or their delivery partners to ensure Participants that transfer to and from the Supplier have a smooth transfer; and
 - 7.2.5 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.3 In addition, the Supplier shall:
 - 7.3.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.3.2 mobilise all the Services specified in the Specification within this Contract;
 - 7.3.3 manage and report progress against the Implementation Plan;
 - 7.3.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.3.5 attend Contract Management Meetings (frequency of such meetings shall be as set out in the Call Off Order) to discuss progress against the Implementation plan; and
 - 7.3.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless mobilisation of delivery.

Annex 1: Summary of key Milestones in the Implementation Plan

The summary of key Milestones to be Achieved are in the Implementation Plan is set out below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
Digital Set Up Milestone 1: Review of plans	The Supplier presents full and updated plans to achieve the Digital Deliverables and provides evidence as required for Stage 1 Testing.	As set out in the Implementation Plan	No later than 8 th January 2025	The Department Tests the Supplier's Plans in accordance with Stage 1 of Table 5 of Part B of this Schedule.	Redacted Under FOIA Section 43(2). [REDACTED]	N/A
Digital Set Up Milestone 2: Implementation progress update	Supplier confirms they are on track to deliver the Digital Deliverables as set out in their Tender and provides evidence as required for Stage 2 Testing.	As set out in the Implementation Plan	By 3 rd March 2025	The Department Tests the Suppliers Implementation Update in accordance with Stage 2 of Table 5 of Part B of this Schedule	Redacted Under FOIA Section 43(2). [REDACTED]	N/A
Digital Set Up Milestone 3: Testing of Supplier Integrations, Digital Learning Solution, implementation progress update and Supplier Website	Supplier Integrations are ready for testing in the sandbox environment by 1 st May and then testing is completed by 1 st June and provides evidence as required for Stage 3 Testing.	30 Days	Testing to commence on or after the 1 st May and to conclude no later than 2 nd June 2025	The Department Tests the Suppliers Digital Learning Solution Implementation Update, Integrations, website and security/GDPR requirements in accordance with Stage 3 of Table 5 of Part B of this Schedule	Redacted Under FOIA Section 43(2). [REDACTED]	N/A

<p>Digital Set Up Milestone 4: Digital Learning Solution Testing</p>	<p>The Digital Learning Solution is ready for final Testing.</p> <p>The Supplier will be able to demonstrate the full functionality of their Digital Learning Solution compared to their full implementation plans. This includes being able to evidence meeting the required accessibility and security requirements and providing evidence as required for Stage 4 Testing.</p>	<p>As set out in the Implementation Plan</p>	<p>Testing to commence on or after the 1st July and to conclude no later than 1st August 2025</p>	<p>The Department Tests the Suppliers Digital Learning Solution in accordance with Stage 5 of Table 4 of Part B of this Schedule</p>	<p>Redacted Under FOIA Section</p>	<p>N/A</p>
<p>Programme Set Up Milestone 1: Submission of Training Content for Stage 1 Sample Testing</p>	<p>Supplier submits Training Content to the Department for Sample Testing. Sample content materials provided in completed form for Testing as a coherent suite of products, and may be requested from any part of the year 1 programme (i.e. beginning, middle, or end modules)</p> <p>Specific details to be confirmed. Anticipated requirements could include some combination of:</p>	<p>As set out in the Implementation Plan</p>	<p>By 10th February 2025</p>	<p>The Department confirms receipt and commences Testing</p>	<p>Redacted Under FOIA Section</p>	<p>N/A</p>

	<ul style="list-style-type: none"> • Curriculum map • Diagnostic tool(s) • Welcome seminars/onboarding materials • ECT self-study materials and ECT live sessions • Mentor self-study materials • Mentor training sessions 					
Programme Set Up Milestone 2: Outcome of Sample Testing (Stage 2)	Supplier complies with any requests for information and / provision of documentation during this stage of Testing	As set out in the Implementation Plan	By 24 March 2025	The Department Tests the Training Content in accordance with Stage 1 of Table 2 of Part B of this Schedule	N/A	N/A
[Programme Set Up Milestone 3: Stage 3 Testing]	[The Supplier: <ol style="list-style-type: none"> I. confirms they have corrected the Severity Errors and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or II. submits the additional Training Content requested by the Department at Stage 2.] 	[As set out in the Implementation Plan]	[By 6 May 2025]	[The Department confirms receipt and commences Testing where applicable]	N/A	N/A

[Programme Set Up Milestone 4: Stage 4 Testing]	[Supplier complies with any requests for information and / provision of documentation during this stage of Testing]	[As set out in the Implementation Plan]	[By 2 nd June 2025]	[The Department Tests the Training Content in accordance with Stage 4 of Table 2 of Part B of this Schedule]	N/A	N/A
[Programme Set Up Milestone 5: Stage 5 Testing]	[The Supplier: (i) confirms they have corrected the Severity Errors and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or (ii) submits the additional Training Content requested by the Department at Stage 4.]	[As set out in the Implementation Plan]	[By no later than 18 th July 2025]	[The Department confirms receipt and commences Testing where applicable]	N/A	N/A
[Programme Set Up Milestone 6: Stage 6 Testing]	[Supplier complies with any requests for information and / provision of documentation during this stage of Testing]	[As set out in the Implementation Plan]	[By no later than 18 th July 2025]	[The Department Tests the Training Content in accordance with Stage 6 of Table 2 of Part B of this Schedule]	N/A	N/A

<p>Programme Set Up Milestone 7:</p> <p>Submission of finalised Training Content for year 1</p>	<p>Supplier submits their finalised Training Content</p>	<p>As set out in the Implementation Plan</p>	<p>Subject to the Supplier's Tender but it shall be no earlier than end of April 2025 and no later than end of July 2025</p>	<p>The Department confirms receipt, and the Supplier is named/promoted as a Lead Provider for ITTECF-Based Training</p>	<p>Redacted Under FOIA Section 4.02</p>	<p>N/A</p>
<p>Programme Set Up Milestone 8:</p> <p>Submission of School-Led Materials for Stage 1 Sample Testing</p>	<p>Supplier submits Training Content to the Department for Sample Testing. Sample content materials provided in completed form for Testing as a coherent suite of products, and may be requested from any part of the year 1 programme (i.e. beginning, middle, or end modules)</p> <p>Specific details to be confirmed. Anticipated requirements could include some combination of:</p> <ul style="list-style-type: none"> Curriculum map ECT self-study materials and training session outlines Mentor self-study 	<p>As set out in the Implementation Plan</p>	<p>By 10th February 2025</p>	<p>The Department confirms receipt and commences Testing</p>	<p>N/A</p>	<p>N/A</p>

	materials					
[Programme Set Up Milestone 9: Outcome of Sample Testing (Stage 2) of School-Led Materials]	[Supplier complies with any requests for information and / provision of documentation during this stage of Testing]	[As set out in the Implementation Plan]	[By 24 th March 2025]	[The Department Tests the Training Content in accordance with Stage 1 of Table 3 of Part B of this Schedule]	N/A	N/A
[Programme Set Up Milestone 10: Stage 3 Testing of School-Led Materials]	[The Supplier: I. confirms they have corrected the Severity Errors and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or II. submits the additional Training Content requested by the Department at Stage 2.]	[As set out in the Implementation Plan]	[By no later than end April 2025]	[The Department confirms receipt and commences Testing where applicable]	N/A	N/A
[Programme Set Up Milestone 11: Stage 4 Testing of School-Led Materials]	[Supplier complies with any requests for information and / provision of documentation during this stage of Testing]	[As set out in the Implementation Plan]	[By no later than end May 2025]	[The Department Tests the Training Content in accordance with Stage 4 of Table 2 of Part B of this Schedule]	N/A	N/A

<p>Programme Set Up Milestone 12:</p> <p>Submission of finalised School-Led Materials</p>	Supplier submits their finalised Training Content	As set out in the Implementation Plan	Subject to the Supplier's Tender but it shall be no earlier than end of April 2025 and no later than end June 2025	The Department confirms receipt, and the Supplier's School-Led Materials are made available to schools who will deliver School-Led Training	<div style="background-color: black; color: red; padding: 2px;">Redacted Under FOIA</div>	N/A
<p>The Milestones will be Achieved in accordance with the Supplier's Implementation Plan included in Annex B and Part A of this Schedule</p>						

Annex 2: Implementation Plan

Redacted Under FOIA Section 43(2), Commercial interests

Redacted Under FOIA Section 43(2), Commercial interests

Redacted Under FOIA Section 43(2), Commercial interests

Redacted Under FOIA Section 43(2), Commercial interests

Part B - Testing & Quality Assurance

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Change Log"	means the record of changes that the Supplier makes to Training Content which previously been subjected to Testing;
"Material Test Issue"	means a failure to meet with the Test Success Criteria and a Test Issue of Severity Level 1 is present;
"Quality Failure"	means where Quality Assurance processes have identified a failure to adhere to the quality assurance requirements set out in the Contract;
"QA Function"	means the Department or the third party appointed by the Department to monitor Quality Assurance delivery in accordance with the Specification;
"Quality Assurance"	means how the Department or its representatives will measure the Supplier's performance in developing and delivering the training programme;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issues"	issues identified when Testing;
"Test Issue Log"	a log for the recording of Test Issues;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 3 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph Error! Reference source not found. of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. Preparing for Testing

2.1 Prior to submitting Components for Testing, the Supplier shall subject the Components to quality assurance checks and internal testing to ensure they meet with the Test Success Criteria.

- 2.2 The Supplier shall not submit any Deliverable for Testing:
- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria; and
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 The Buyer conducts Testing in accordance with this Schedule and prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 2.5 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 2.6 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 2.7 If the Supplier successfully passes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

3. Passing Testing

- 3.1 The Test Success Criteria is that the related Components shall meet with the Department's requirements set out in the Specification.

4. How Deliverables will be tested

- 4.1 The Department Tests the Components against the relevant criteria in the Specification.
- 4.2 The Department can employ or work with third parties to undertake all or part of the Testing.

Training Content

- 4.3 The Supplier's Training Content is subject to the Testing Procedures in accordance with paragraphs 8 of this Schedule.

Digital Deliverables

- 4.4 The Supplier's Digital Deliverables are subject to is subject to Testing Procedure in accordance with paragraphs 9 of this Schedule.

5. Discovering Problems

- 5.1 Where a Test Issue is identified, they shall be classified using the criteria specified in Annex 1 and the Test Issue Log maintained shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 5.2 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier and send the Test Issue Log to the Supplier.

6. Outcome of the testing

- 6.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

- 6.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 6.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 6.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 6.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 6.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 6.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 6.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 6.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 6.5 The grant of a Satisfaction Certificate shall only entitle the Supplier to the receipt of a payment in respect of that Milestone where set out in Annex 1 of Part A of this Schedule.
- 6.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 6.7 If the Department is satisfied that the Test has been satisfied and there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate. This may be a conditional Satisfaction Certificate and the Supplier shall address such conditions, for example address the Severity Error(s) as set out in paragraph 11.9, as attached to the issue of the Satisfaction Certificate. Where the Supplier does not address, or comply with such conditions, the Department reserves the right to withdraw the Satisfaction Certificate
- 6.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 6.9 If there are Test Issues but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 6.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph **Error! Reference source not found.**); and
 - 6.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

7. Risk

- 7.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 7.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 7.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

8. Testing Procedures for Training Content

- 8.1 The purposes of Testing the Supplier's Training Content is to ensure that it meets with the requirements of the Specification to ensure that ECTs and Mentors receive high quality training.
- 8.2 The Supplier's Training Content, [including School-Led Materials where applicable], shall be subject to Testing in accordance with this Schedule. There are two types of Testing that can be undertaken:
 - 8.2.1 Sample Testing – see Table 1 and 2.
 - 8.2.2 Annual Testing/re-Testing – see Table 3.
- 8.3 For this Call Off Contract, the Supplier will be subject to [Sample Testing and where applicable Annual/re-Testing].
- 8.4 [Sample Testing of Year 1 content will be carried out across academic year 2024/25 and sample testing of Year 2 content will be carried out across academic year 2025/26. The process will likely mirror that set out in Table 1 but timelines will be refined to suit delivery.]
- 8.5 The Department reserves discretionary right to amend how it undertakes Testing, and / or introduce new types of Testing to ensure that the Supplier's content is fit for purpose and meets with the requirements of the Specification.
- 8.6 The Supplier is not permitted to deliver Training Content unless it has been issued a Satisfaction Certificate that covers the period in which the training is to be delivered.
- 8.7 The Supplier shall submit Training Content for Testing in accordance with this Schedule. The Supplier shall only submit Training Content that has been subject to a quality assurance process which is undertaken in accordance with the Supplier's Tender.
- 8.8 The Department reserves the right to delay publication of School-Led Materials until 2026 in the event that the Department is unable to issue Satisfaction Certificates by end of May 2025.

Changes to Training Content that has already been Tested

- 8.9 Where the Supplier wishes to update/change/amend their Training Content that has been Tested and for which they have been issued a Satisfaction Certificate, they are permitted to do so as part of Continuous Improvement.
- 8.10 The Supplier is required to keep a log of all changes that they make to Training Content that has been previously Tested and send this to the Department upon request. The Supplier uses the Change Log, or another form agreed with the Department, at Annex 3 to record any changes. The Department will require the Supplier to submit their Change Log, setting out changes that they are making to their programmes, on a termly reporting cycle throughout the contract duration (December, March and July of each contract year).

Table 1 – Sample Testing of Provider-Led Materials

Type of Testing	Requirement	Testing Date(s)
Sample Testing Stage 1	<p>The Supplier submits Training Content to the Department for Sample Testing. The specifics of sample Training Content (including the format and how it should be submitted) that will be subjected to testing will be confirmed by the Department prior to the Testing Date(s). For the 2025 Cohort it is anticipated that sample Training Content will consist of Components that are to be delivered in Year 1 such as:</p> <ul style="list-style-type: none"> • curriculum map; • diagnostic tool(s); • Welcome seminars/onboarding materials; • ECT self-study materials and ECT live sessions; • mentor self-study materials; • mentor training sessions. <p>The Department will request materials that together form a coherent suite of products. Content for review will be selected based on the curriculum map submitted as part of the Tender.</p> <p>The Department may request products from any part of the year 1 programme – beginning, middle or end.</p>	By 10 th of February 2025
Sample Testing Stage 2	<p>The Department Tests the Training Content and either:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to Training Content being delivered and the Supplier progresses to Stage 3; or (iii) requests additional Training Content for further Testing and the Supplier progresses to Stage 3; or (iv) confirms that there are Material Test Issues. 	By 24 th March 2025
Sample Testing Stage 3	<p>The Supplier:</p> <ul style="list-style-type: none"> (i) confirms they have corrected the Test Issues and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or (ii) submits the additional Training Content requested by the Department at Stage 2. 	[by 6 th May2025]
Sample Testing Stage 4	<p>The Department Tests the Training Content and either:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate and the Supplier; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to Training Content being delivered and the Supplier progresses to Stage 5; or (iii) requests additional Training Content for further Testing and the Supplier progresses to Stage 3; or (iv) confirms that there are Material Test Issues. 	[By 2nd June 2025]

Sample Testing Stage 5	<p>The Supplier:</p> <ul style="list-style-type: none"> (i) confirms they have corrected the Test Issues and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or (ii) submits the additional Training Content requested by the Department at Stage 4. 	[By 18th July 2025]
Sample Testing Stage 6	<p>The Department Tests the Training Content and either:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate and the Supplier and the Supplier submits their finalised Training Content in accordance with the Implementation Plan; or (ii) confirms that there are Material Test Issues. 	[By end of July 2025]

Table 2 – Sample Testing of School-Led Materials

Type of Testing	Requirement	Testing Date(s)
Sample Testing Stage 1	<p>The Supplier submits School-Led Materials to the Department for Sample Testing.</p> <p>The specifics of sample content (including the format and how it should be submitted) that will be subjected to Testing will be confirmed by the Department prior to the Testing Date(s). For the 2025 Cohort it is anticipated that sample Training Content will consist of Components that are to be delivered in Year 1 such as:</p> <ul style="list-style-type: none"> • curriculum map • ECT self-study materials and training session outlines • mentor self-study materials <p>The Department will request materials that together form a coherent suite of products. Content for review will be selected based on the curriculum map submitted as part of the Tender. The Department may request products from any part of the year 1 programme – beginning, middle or end.</p>	By 10th February 2025
Sample Testing Stage 2	<p>The Department Tests the School-Led Materials and either:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate and the Supplier submits their finalised School-Led Materials in accordance with the Implementation Plan; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to School-Led Materials being finalised and the Supplier progresses to Stage 3; or (iii) requests additional School-Led Materials for further Testing and progresses to Stage 3; or (iv) confirms that there are Material Test Issues. 	By 24 th March 2025
Sample Testing Stage 3	<p>The Supplier:</p> <ul style="list-style-type: none"> (i) confirms they have corrected the Test Issues and the Supplier submits their finalised School-Led Materials in accordance with the Implementation Plan; or (ii) submits the additional School-Led Materials requested by the Department at Stage 2. 	[by end of April 2025]
Sample Testing Stage 4	<p>The Department Tests the School-Led Materials and either:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate and the Supplier and the Supplier submits their finalised School-Led Materials in accordance with the Implementation Plan; or (v) confirms that there are Material Test Issues. 	[By end of June 2025]

Table 3 – Annual/re-testing		
Type of Testing	Requirement	Testing Date(s)
Annual/Re-testing Stage 1	The Department confirms that the Suppliers Training Content will be subject to Annual Testing/re-Testing. Where re-Testing applies, the Supplier submits a summary of their changes. The specifics of the Training Content (including the format and how it should be submitted) that will be subjected to Testing will be confirmed by the Department prior to the Testing Date.	[To be confirmed]
Annual/re-Testing Stage 2	The Department Tests the Training Content and either: (i) issues a Satisfaction Certificate and the Supplier delivers their Training Content; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to Training Content being delivered and the Supplier progresses to Stage 3; or (iii) requires the Supplier to correct Test Issues and requests the Supplier to submit Training Content for further Testing at Stage 3; or (iv) confirms that the there are Material Test Issues.	[To be confirmed]
Annual/re-Testing Stage 3	The Supplier: (i) confirms they have corrected the Test Issues and the Supplier delivers their Training Content; or (ii) corrects the Test Issues and submits the Training Content requested at Stage 2 for further Testing and progresses to Stage 4.	[To be confirmed]
Annual/re-Testing Stage 4	The Department Tests the Training Content and either: (i) issues a Satisfaction Certificate and the Supplier delivers their Training Content; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to Training Content being delivered and the Supplier progresses to Stage 5; or (iii) confirms that the there are Material Test Issues.	[To be confirmed]
Annual/re-Testing Stage 5	The Supplier confirms they have corrected the Test Issues and the Supplier delivers their Training Content.	[To be confirmed]

9. Testing Procedure for Digital Deliverables

- 9.1 The purposes of Testing the Supplier's Digital Deliverables is to ensure that they meet the requirements of the Specification and ensure that ECTs and Mentors receive high quality training.
- 9.2 The Supplier's Digital Deliverable's shall be subject to Testing in accordance with this Schedule.
- 9.3 Table 4 below set out the process associated with Testing.

- 9.4 The Department reserves discretionary the right to amend how it undertakes Testing, and / or introduce new types of Testing to ensure that the Supplier's Digital Deliverables are fit for purpose and that they meet the requirements of the Specification.
- 9.5 The Supplier is not permitted to publicly launch their Digital Learning Solution unless it has been issued a Satisfaction Certificate that covers the period in which the training is to be delivered.
- 9.6 The Supplier shall ensure that their Digital Deliverables have been subject to a quality assurance process which are undertaken in accordance with the Supplier's Tender.
- 9.7 The Supplier can appoint a third party to help it undertake the Testing.

Changes to previously tested Digital Deliverables

- 9.8 Subject to 9.9 below, the Supplier ensures they implement changes that have been agreed as part of the Continuous Improvement Plan without the need for further Testing.
- 9.9 Where the Supplier wishes to update/change/amend their Digital Deliverables other than for the purposes of implementing continuous improvement, the Supplier must agree proposed changes with the Department prior to making them and whether there is a need for further Testing.

Table 4 – Testing of Digital Deliverables

Type of Testing	Requirement	Testing Date(s)
Stage 1	<p>The Department will review the design and integrations plans included in the Supplier's Tender, and consideration of any subsequent feedback.</p> <p>The aim of this Test is to ensure the requirements are going to be met and the Supplier is on course to provide the Digital Deliverables. The Department will support the Supplier by sharing best practice based on delivery experience, this will be documented in the API guidance.</p> <p>Stage 1 Test will Test whether the Supplier is working towards meeting requirements 16.1 to 16.34 in the Specification.</p> <p>Preparations for Stage 2 Testing will also be discussed.</p> <p>After conducting the Tests, the Department:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to the next milestone. 	By no later than 8 th January 2025
Stage 2	<p>The Department will review progress as per the Supplier's Implementation Plan and the Supplier confirms they have corrected any Test Issues from the previous Testing.</p> <p>The Department will also require Suppliers to report on progress against implementing the GDS Service and Technology Standards, focusing on how they are gaining a deep understanding of their user's needs and completing user testing.</p> <p>Preparations for Stage 3 Testing will also be discussed.</p> <p>After conducting the Tests, the Department:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to the next milestone; or (iii) confirms that there are Material Test Issues. 	By no later than 3 rd March 2025

<p>Stage 3</p>	<p>The Supplier confirms that have been using the sandbox environment to start testing their integrations. By no later than 1st June 2025, the Supplier provides evidence that the Supplier Integrations can deal with the scenarios and tests set out below.</p> <p>The Supplier also confirms they have corrected any Test Issues from previous Testing.</p> <p>Testing of the Supplier's Integrations at stage 3</p> <ol style="list-style-type: none"> 1. The Department will provide a number of scenarios to test the functionality and effectiveness of the Supplier's Integrations. In order to complete this testing, the Department will facilitate demonstration sessions on sandbox. A series of predefined scenario users are added to the sandbox during the demo, these will be defined in the API guidance but will include one registration scenario and one updating an assumed Participant progress scenario at a minimum. These scenarios will test whether a Supplier's Integrations meet the basic functionality required to go live, this includes being able to integrate successfully and export/accept data. 2. We expect Suppliers will be able to demonstrate that their integrations are robust to performance testing, this includes load and stress testing. The exact targets here will be defined in discussion with individual Suppliers based on assumed Participant numbers agreed during Stage 1 Testing. 3. The Supplier will be required to demonstrate appropriate throughput times. Targets for throughput testing will be defined in discussion with individual Suppliers during Stage 1 Testing. 4. The Department will also review the integrations plans indicated at Milestone 1 and review the integrations against these and requirements 16.25 to 16.34 in the Specification. <p>Testing of the Supplier's Website, Security and GDPR at stage 3</p> <ol style="list-style-type: none"> 5. The Department checks whether the Supplier's Website is live and functioning and whether the content on the website is accurate and aligned with Departmental terminology, 16.10 in the Specification. 6. The Department also tests the Security Requirements, 16.4 in the Specification and GDPR requirements, 16.3.3 in the Specification. <p>Other Tests at Stage 3</p> <ol style="list-style-type: none"> 1. The Department will review progress on the Digital Learning Solution as per the Supplier's Implementation Plan and the Supplier confirms they have corrected any Test Issues from the previous Testing. The Department will also require Suppliers to report on progress against implementing the GDS service and Technology Standards, in particular focusing on how they are gaining a deep understanding of their user's needs and completing user testing. <p>After conducting the Tests, the Department:</p> <ol style="list-style-type: none"> (i) issues a Satisfaction Certificate; or 	<p>By no later than 2nd June 2025</p>
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Table 4 – Testing of Digital Deliverables

Type of Testing	Requirement	Testing Date(s)
	<ul style="list-style-type: none"> (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to the next milestone; or (iii) confirms that there are Material Test Issues. 	
Stage 4	<p>The Supplier confirms they are able to commence Stage 4 testing of the Digital Learning Solution by no later than 1st July 2025 and by no later than 1st August 2025 they can evidence the following;</p> <ol style="list-style-type: none"> 1. That the Supplier's Digital Learning Solution meets the requirements 16.11 to 16.24 of the Specification. This includes but is not limited to providing evidence that the Supplier: <ul style="list-style-type: none"> a. Has completed an external audit to confirm they have met WGAC 2.2 level 2.2 accessibility standards and evidence of a public accessibility statement; b. Digital Learning Solution is resilient and responsive across devices and operating systems that users use. As a minimum the Supplier shall test their Digital Learning Solution works in browsers specified in the GOV.UK Service Manual; and c. has platform analytics and systems monitoring in place 2. That they have undergone and passed a penetration test of their Digital Learning Solution 3. That their Digital Learning Solution is robust to performance testing, this includes load and stress testing. The exact targets here will be defined in discussion with individual Suppliers based on assumed Participant numbers agreed during Stage 1 Testing; 4. That they have conducted some functionality / QA testing to ensure their Digital Learning Solution are ready to be launched; and 5. In addition, the Department will conduct an internal heuristic review of the Digital Learning Solution to Test whether it has achieved the design requirements as per the Suppliers Tender and gather feedback for continuous improvement purposes. <p>The Supplier also confirms they have corrected any Test Issues from previous Testing.</p> <p>After conducting the Tests, the Department:</p> <ul style="list-style-type: none"> (i) issues a Satisfaction Certificate; or (ii) issues a conditional Satisfaction Certificate with details of Test Issues that are required to be corrected prior to September 2025; or (iii) confirms that there are Material Test Issues. 	By no later than 1st August 2025

10. Ongoing Quality Assurance and third-party inspections

General

- 10.1 The Supplier is subject to ongoing Quality Assurance by the QA Function. This includes third-party inspections during the Contract period.
- 10.2 The Supplier complies with the Quality Assurance requirements set out in this Schedule.
- 10.3 The Supplier ensures they implement effective quality management arrangements to ensure the Services are provided in accordance with the Specification.
- 10.4 The QA Function will monitor the quality of the Services being provided by the Supplier. The Department may employ third parties (a "QA Agent") to undertake some or all the work of the QA Function.
- 10.5 The Supplier supports the work of, and collaborates with, the QA Function and takes the necessary actions as recommended by the Department or QA Agent.
- 10.6 The QA Function will quality assure the Supplier and its Subcontractors to ensure the Supplier is complying with Quality Assurance Framework and the Contract. They shall do this by quality assuring areas including, but not limited to, the following:
 - 10.6.1 content development – reviewing and Testing the Supplier's Training Content as further described in this schedule;
 - 10.6.2 training delivery – including attending training sessions where relevant, engage with sample Subcontractors and ECTs;
 - 10.6.3 ongoing contractual requirements – ensuring the Supplier is complying with its obligations, including reviewing, and using data produced by the Supplier;
 - 10.6.4 Supplier's QA systems – sample checking/reviewing the Supplier's QA system and management arrangements; and
 - 10.6.5 any specific areas set out in the Call Off Order.
- 10.7 The Department reserves the right to amend the Quality Assurance arrangements as necessary to ensure they are working effectively, and Department is satisfied that the Services are being delivered to a high standard.
- 10.8 The Supplier shall cooperate with the ongoing requirements of the QA Function in supplying information, facilitating visits to the Supplier, its Subcontractors and ECTs, and otherwise supporting the work of the QA Function to make assessments of quality according to an agreed Quality Assurance Framework.
- 10.9 The Supplier shall engage with the QA Function as required, including facilitating the QA Function's contact with Subcontractors and/or ECTs. The number and frequency of interactions between the QA Function and the Supplier will be depend on the quality of the Services that is being provided by the Supplier.
- 10.10 The QA Function may make recommendations that the Supplier will be required to action in relation to:
 - 10.10.1 Service Improvements – improvements that arise out of continuous improvements (in addition to those included within the Supplier's Continuous Improvement Plan), lessons learnt, user feedback and best practice or any other action that at the QA Function's discretion would benefit from being implemented by the Supplier and which affect Call Off Contracts; and
 - 10.10.2 Quality and Performance Improvements – where Quality Assurance processes have identified a failure on behalf of the Supplier in respect of:
 - a) poor practice;

- b) breaches of contract; or
- c) any other action that at the QA Function's discretion needs to be addressed to ensure that the quality of the Services that are being provided in accordance with the requirements set out in the Contract and / or Framework Agreement.

10.11 The Supplier must support the Quality Assurance arrangements and take the necessary actions as recommended by the QA Function.

Service Improvements

10.12 Where the QA Function makes service improvement recommendations, they shall be under one of the following categories:

10.12.1 Continuous Improvement – service development and improvement activity that is within the general scope of the obligation on the Supplier to apply continuous improvement, respond to feedback and adopt best practice in regard to content and delivery for both ongoing and future Cohorts.

10.12.2 service development – activity that requires the Supplier to make considerable revisions to their content and/or delivery to a level whereby it is not possible to implement mid-Cohort and therefore will only be required for future Cohorts. In this instance the Supplier should attempt to implement any such aspects of the recommendation that can be made under paragraph 10.12.1 but will not be required to implement the full recommendation until the next Call Off Contract.

10.12.3 urgent service development – activity that requires the Supplier to make immediate and significant revisions to their content and/or delivery in regard to ongoing Cohorts.

10.13 The Supplier implements service improvements that are in accordance with the requirements set out in this Call Off Contract (or minor additions or amendments to) at their own cost.

10.14 If the Department requires changes that are additional to those set out in the Call Off Contract and result in additional cost to the Supplier, the cost is assessed and in accordance with paragraph 12 of Schedule 3.

10.15 If the Supplier fails to implement a Service Improvement recommendation to the required standard as set out by the Department and within the specified timescale then the Department may, at its sole discretion, apply a Service Credit or any other.

Inspections

10.16 Where the QA Function identifies quality and/or performance issues they will be identified under one of the following categories:

10.16.1 recommendation – minor issues or concerns that will need to be resolved by the Supplier within the scope and timescale of the recommendation.

10.16.2 A Quality Failure – significant issues or concerns that represent a material failure to meet the quality requirements or quality framework.

If the Supplier receives a Quality Failure, then the Department will issue a suspended Service Credit. If, in the opinion of the QA Function, the Quality Failure has not been resolved in full within the timescales imposed by the Department then it will be considered a Service Failure, and the Department reserves the right to take action in line with paragraph 1.2 of Part A of Schedule 10 (Service Levels).

Inspection Reports and Ofsted Judgements

10.17 The Department will use Inspection Reports and Ofsted Judgements, to help the Department determine if the Supplier is adhering to the Quality Assurance Requirements and Quality Assurance Framework.

10.18 The Supplier will be inspected in accordance with
<https://www.gov.uk/government/publications/early-career-framework-and-national-professional-qualification-inspection-framework-and-handbook>

10.19 The Supplier will be subject to the actions set out in Table 5 below as a direct response to an Ofsted Judgement of the Supplier made after the award of this Contract:

Table 5 – Action and impact of Ofsted judgements	
Ofsted judgement of the Supplier	Action
Outstanding	<p><u>Immediate action</u> No formal action required – any recommendations identified can be incorporated within the Supplier's existing Continuous Improvement Plan(s).</p> <p><u>Service Credits</u> None</p> <p><u>Other implications</u> None</p> <p><u>Re-Inspection timescales</u> The Supplier will be inspected again within 2 years. Ofsted may take into account any known concerns or complaints when determining the schedule for the next full inspection.</p>
Good	<p><u>Immediate action</u> Where there are recommendations identified the Department reserves the right to request the Supplier to develop a Rectification Plan and resolve any identified issues within a timely manner.</p> <p><u>Service Credits</u> None</p> <p><u>Other implications</u> None</p> <p><u>Re-Inspection timescales</u> The Supplier will be inspected again within 2 years. Ofsted may take into account any known concerns or complaints when determining the schedule for the next full inspection.</p>

<p>Requires Improvement</p>	<p><u>Immediate action</u></p> <p>The Supplier will be required to</p> <ol style="list-style-type: none"> I. to develop and implement a Rectification Plan to address the recommendations contained in the Inspection Report; II. identify and act on lessons learnt for future inspections; III. manage stakeholders; and IV. set out and implement proposals to manage and repair any reputational damage to the Supplier. <p><u>Service Credits</u></p> <p>The Department reserves the right to issue a suspended Service Credit.</p> <p><u>Other implications</u></p> <p>If the Supplier does not receive a judgement of 'Outstanding' or 'Good' after its next subsequent inspection, then it will be considered a Service Failure and the Department reserves the right to take action in line with paragraph 1.2 of Part A of Schedule 10 (Service Levels)</p> <p><u>re-Inspection timescales</u></p> <p>Ofsted will determine whether it is appropriate or proportionate to carry out an LPMV or full inspection within the following 12 months. This will depend on the concerns identified during the inspection and other risk assessment information available at the time.</p>
<p>Inadequate</p>	<p><u>Immediate action</u></p> <p>The Supplier will be required to:</p> <ol style="list-style-type: none"> I. develop and implement a Remedial Action Plan to address the most urgent issues/concerns identified in the Inspection Report. The Remedial Action Plan shall be implemented prior to the wider publication of the Inspection Report; and II. develop and implement a Rectification Plan to address recommendations contained in the Inspection report; III. identify and act on lessons learnt for future inspections; IV. manage stakeholders, and V. set out proposals to manage and repair any reputational damage to the Supplier. <p><u>Service Credits</u></p> <p>The Department reserves the right to issue a suspended Service Credit.</p> <p><u>Other implications</u></p> <p>A judgement of 'Inadequate' will be considered a Service Failure and the Department reserves the right to take action in line with paragraph 1.2 of Part A of Schedule 10 (Service Levels)</p> <p>If the Supplier does not receive a judgement of 'Outstanding' or 'Good' at the subsequent inspection, it will be considered a Service Failure and the Department reserves the right to take action in line with paragraph 1.2 of Part A of Schedule 10 (Service Levels) and issue a Service Credit.</p> <p><u>re-Inspection timescales</u></p> <p>Ofsted will determine whether it is appropriate or proportionate to carry out an LPMV or full inspection within the following 12 months. This will depend on the concerns identified during the inspection and other risk assessment information available at the time.</p>

10.20 Notwithstanding the actions set out in Table 5 above, if, after having considered the content of the Inspection Report, the Department believes the Inspection identified issues that have, or are considered likely to have, a negative impact on Services, ECT satisfaction or the reputation of the Supplier, the Department reserves the right to consider there has been a Service Failure and take action in line with paragraph 1.2 of Part A of Schedule 10 (Service Levels).

10.21 Where a Rectification Plan is required, it should include clear actions and mitigations to address the recommendations including, timelines, milestones and

any interim performance measures to enable management of progress against the Rectification Plan. All Rectification Plans will need to be agreed with the Department in line with the following schedule:

- 10.21.1 First version submitted to the Department for review and comment no less than 1 week prior to the publication of the Inspection Report; and
 - 10.21.2 the version of the Rectification Plan to be implemented is to be agreed with the Department no later than 2 weeks after the publishing of the Inspection Report it is responding to.
- 10.22 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Department may require the Supplier to consolidate its Rectification Plan / Remedial Action Plan under the Contract and one or more of the call off contracts into one Rectification Plan / Remedial Action Plan and the Department reserves the right to review the consolidated plan(s) under the governance set out in Schedule 12 of the Framework Agreement.
- 10.23 If the Supplier is issued a suspended Service Credit and the Supplier delivers the improvements set out in its Rectification Plan within the specified timescales, then the Service Credit will be rescinded. If, in the Department's opinion and at its sole discretion, the Supplier has not delivered the improvements set out in its Rectification Plan within the specified timescales the Service Credit will be applied to the Charges.

Quality assurance Reporting

- 10.24 The Department reserves the right to use (which may include publishing under Government transparency policy) reporting data on the Supplier's performance against the QA Function requirements as a means of demonstrating the quality and performance of the framework. The reporting metrics are likely to be, but are not limited to:
- 10.24.1 Service Improvements – % of recommendations adopted within timescales.
 - 10.24.2 quality and performance – number of recommendations and Quality Failure.

Annex 1 Part A: Test Issues – Severity Levels that apply to Testing for Digital Deliverables

Severity Error Type	Stage 1 definition	Stage 2 definition	Stage 3 definition	Stage 4 definition
Severity 1 Error	N/A	<p>The Supplier has made no progress against their implementation plan and further conversations reveal they were unlikely to do so in time for September 2025.</p>	<p>The Supplier has failed to supply a functioning Supplier Integration as per the scenarios and tests specified and further conversations reveal they will be unable to make it functional before registration goes live; and / or</p> <p>The Supplier doesn't have a publicly accessible Supplier Website and has failed to meet security and GDPR requirements, conversations reveal that they will be unable to rectify this before September 2025; and/or</p> <p>The Supplier has made no progress against implementing their Digital Learning Solution and further conversations revealed they were unlikely to do so in time for September 2025.</p>	<p>A Supplier has failed to provide a functioning Digital Learning Solution and further conversations reveal they will be unable to make it functional before September 2025.</p>

<p>Severity 2 Error</p>	<p>The Supplier's plan highlights they are not going to meet all of the required standards. A large intervention needs to occur in order to rectify this, but it is still possible for a Supplier to meet the requirements in time for launch.</p> <p>For example, the Supplier's plans reveal that they will be unable to integrate with new API versions within three months due to partnering or system choices.</p>	<p>The Supplier has made little progress against their Implementation Plan and as a result their Digital Learning Platform and Supplier Integrations are not going to meet all the required standards before launch, without a large intervention. For example, a Supplier might have to bring on additional resources, the Department could agree to extending the deadline on meeting some of the requirements, a Supplier might have to descope elements of build; and / or</p> <p>The Supplier is demonstrating limited understanding the GDS service and tech standards and have yet to implement them but have plans which appear achievable to implement them moving forward; and / or</p> <p>The Department has concerns about how a Supplier is working with the Department, for example they are not engaging with us during this process, but there is opportunity to ameliorate this moving forward.</p>	<p>The Supplier is unable to evidence that the Supplier Integration can deal with some of scenarios, tests and requirements specified and as a result they are not going to meet all the required standards, but a workaround can be implemented. For example, the Supplier might have to bring on additional resources, the Department could agree to extending the deadline on meeting some of the requirements, a Supplier might have to descope elements of build; and / or</p> <p>The Supplier's Website, whilst live, is missing elements of functionality and has limited correct information. This can be rectified in a reasonable timeframe; and / or</p> <p>The Supplier has failed to meet a few of the security and GDPR requirements, however these can be rectified in a reasonable timeframe; and / or</p> <p>The Supplier has made some progress against their implementation plan, but it has been limited, and as a result their online learning system is not going to meet all the required standards before launch, but a workaround can be implemented. For example, a Supplier might have to bring on additional resources, the Department could agree to extending the deadline on meeting some of the requirements, a Supplier might have to descope elements of build; and / or</p>	<p>A Supplier is unable to evidence that their Digital Learning Solution can deal with some of tests specified and as a result they are not going to meet all the required standards, but a workaround can be implemented. For example, a Supplier might have to bring on additional resources, the Department could agree to extending the deadline on meeting some of the requirements, a Supplier might have to descope elements of build.</p>
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Annex 1 Part A: Test Issues – Severity Levels that apply to Testing for Digital Deliverables

Severity Error Type	Stage 1 definition	Stage 2 definition	Stage 3 definition	Stage 4 definition
			A Supplier has made limited progress against implementing the GDS service and tech standards and have a very limited understanding of their user's needs. Additionally, they have not conducted any user testing. However they have planned to rectify this moving forward, this might include committing to User Research and Continuous improvement activities post September 2025.	

Annex 1 Part A: Test Issues – Severity Levels that apply to Testing for Digital Deliverables

Severity Error Type	Stage 1 definition	Stage 2 definition	Stage 3 definition	Stage 4 definition
Severity 3 Error	The Supplier's plan indicates that they may not be able to meet all of the required standards fully but this has limited impact and can be rectified with small interventions. For example, a Supplier has not considered how they will utilise and deploy the GDS Service standards in their build process such as understanding user needs.	<p>The Supplier has made good progress against their implementation plan with some small slippages; and / or</p> <p>The Supplier is demonstrating a good understanding of the GDS service standards and tech standards and has implemented some of the principles but there are small gaps. They have plans to rectify this moving forward.</p>	<p>The Supplier has a publicly accessible live website where some of the information is incorrect, however these can be rectified before launch; and / or</p> <p>The Supplier is able to evidence that their integration can deal with most of the scenario and tests specified with some small exceptions which will be rectified before registration opens; and / or</p> <p>The Supplier has made good progress against their Digital Learning Solution implementation plan with some small slippage; and / or</p> <p>The Supplier has made some progress against implementing the GDS service and tech standards and have a good understanding of their Users needs. They have conducted some limited user testing. They have plans to rectify this moving forward.</p>	A Supplier is able to evidence that their Digital Learning Solution can deal with most of the tests specified with some small exceptions which will be rectified before September 2025.

Annex 1 Part B: Test Issues – Severity Levels that applies to Testing of the Supplier’s Training Content

1. Severity 1 Error

- 1.1 This is a material error(s) and / or issue(s) that
 - 1.1.1 causes non-recoverable conditions, i.e. it is not possible to continue using a Component; or
 - 1.1.2 require such a level of improvement or correction that they will not be able to be rectified in time for delivery.

2. Severity 2 Error

- 2.1 This is an error(s) and / or issue(s) for which, as reasonably determined by the Buyer, there is a practicable workaround available or can be rectified, but which without practicable workaround and / or rectification would:
 - 2.1.1 cause a Component to become unusable;
 - 2.1.2 cause a lack of functionality, or unexpected functionality within any of the Components; or
 - 2.1.3 have an adverse impact on any other Component(s) or any other area of the Deliverables.

3. Severity 3 Error

- 3.1 This is an error(s) and / or issue(s) which causes incorrect functionality of a Component or process, but for which there is a simple workaround or rectification, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in this Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been Tested successfully in accordance with the Test Procedure [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Annex 3: Change Log

Supplier: INSERT NAME HERE

Ref	Change being made (open text box) <i>Include a brief description of the change you wish to make</i>	Section of your programme (open text box) <i>Provide details on which part of your programme is affected by the change e.g. module 2, core self study</i>	Reason for change (open text box) <i>Provide the rationale for the change and how it will improve programme delivery</i>	Date change is live from	Category of change (select from drop down)	Other/unsure (open text box) <i>If the change you wish to make is not covered by the 'category of change' options please explain why</i>
1						
2						
3						
4						

Schedule 10 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Call Off Order;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels or KPIs;
"Service Credit Cap"	has the meaning given to it in the Call Off Order;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level or KPI;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level or KPI in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level or KPI in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level and KPI.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5 The Buyer will also reserve the right to apply non-financial remedies in the instance of a Service Level Failure as set out in Annex A. This includes requiring the

Supplier to implement a Rectification Plan and/or withholding, or applying restrictions to, any future award of call-off contracts.

- 2.6 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

- 2.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.6.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.
- 3.3 The Buyer also reserves the right to either, withhold or restrict, the award of any future call-off contracts where, in its reasonable opinion, the Supplier has failed to identify and/or resolve the cause of the Critical Service Failure to a reasonable standard.

4. Consolidated performance against Service Levels

- 4.1 Table 2 of Part C of Schedule 12 of the Framework Agreement sets out the Service Levels that will be monitored and managed. In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Department will consider the Supplier's consolidated performance against the Service Levels set out Table 2 of Part C of Schedule 12 of the Framework Agreement under the Contract and one or more of the call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

- 2.1 The Buyer shall use the Contract Management Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall offset the value of any Service Credits, up to the Service Credit Cap of 5% the total value of the Service Fee, against the appropriate invoice in accordance with the following calculation:

Service Credits accrued:	Financial consequence equivalent to:
1 Service Credit	1% of the Total Service Fee Value
2 Service Credits	2% of the Total Service Fee Value
3 Service Credits	3% of the Total Service Fee Value
4 Service Credits	4% of the Total Service Fee Value
5 or more Service Credits	5% of the Total Service Fee Value

3. Reporting of performance to Cabinet Office and others

- 3.1 Notwithstanding other provisions of this Contract, the Department will report the performance of the Supplier to Cabinet Office and / or publish the performance of the Supplier from time-to-time in respect of the following KPIs listed in Annex A where it is identified as a 'Publishable KPI'.
- 3.2 The Department will categorise the Supplier's performance against KPIs using the following criteria:

Rating	Criteria
Good	The supplier is meeting or exceeding the Service Level target
Approaching Target	The supplier is close to meeting the Service Level target

Requires Improvement	The performance of the supplier is below that of the Service Level target
Inadequate	The performance of the supplier is significantly below that of the Service Level target

4. Consequence of Service Level Failure

- 4.1 Without prejudice to any other rights or remedies arising under this Contract, if the Supplier incurs a Service Level Failure, the Supplier acknowledges and agrees that the Department shall have the right to exercise (in its absolute and sole discretion) the remedial actions set out in the table below:

KPI Rating	Implications
Good	<p><u>Criteria</u> The Supplier is meeting or exceeding the Service Level target.</p> <p><u>Performance Failure Remedies</u> N/A</p> <p><u>Service Credits</u> None.</p>
Approaching Target	<p><u>Criteria</u> The Supplier is close to meeting the Service Level target.</p> <p><u>Performance Failure Remedies</u> No formal action required although the Department reserves the right to request a Rectification Plan from the Supplier where either; subsequent 'Approaching Target' measures are received for any single Service Level, or more than one measure of 'Approaching Target' is received in any single reporting period.</p> <p><u>Service Credits</u> None.</p>
Requires Improvement	<p><u>Criteria</u> The performance of the Supplier is below that of the Service Level target.</p> <p><u>Performance Failure Remedies</u> The Supplier will be required to submit, for the Department's approval, a Rectification Plan setting out the identified cause and lessons learnt plus proposed resolutions, with the intention of improving future performance against the Service Level. The Department reserves the right to implement interim performance measures and/or milestones to monitor the implementation of the Improvement Plan. If a Rectification Plan is not in place, or, in the Departments reasonable opinion, has not been progressed to a satisfactory standard, the Department may withhold or restrict the award of any future call-off contracts.</p> <p><u>Service Credits</u> The Department reserves the right to issue a suspended Service Credit. If the Supplier does not receive a rating of 'Approaching Target' or 'Good' for the subsequent Service Level measure, then it will be considered a Service Level Failure, and the Service Credit will be upheld.</p>

<p>Inadequate</p>	<p><u>Criteria</u></p> <p>The performance of the Supplier is significantly below that of the Service Level target and is deemed a Critical Service Level Failure</p> <p><u>Performance Failure Remedies</u></p> <p>The Supplier will be required to submit, for the Department's approval, a Rectification Plan setting out the identified cause and lessons learnt plus proposed resolutions, with the intention of improving future performance against the Service Level.</p> <p>The Department reserves the right to implement interim performance measures and/or milestones to monitor the implementation of the Rectification Plan.</p> <p>If a Rectification Plan is not in place, or, in the Departments reasonable opinion, has not been progressed to a satisfactory standard, the Department may withhold or restrict the award of any future call-off contracts.</p> <p><u>Service Credits</u></p> <p>It will be considered a Critical Service Level Failure, and the Department reserves the right to issue a Service Credit.</p>
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- 4.2 In the event that the Department has, in its absolute and sole discretion, invoked one or more of the Service Level Failure remedies set out in paragraph 4.1 above, the Department may withhold awarding further Call Off Orders to the Supplier under the Framework Agreement pending the Department being satisfied that the Supplier has;
- 4.2.1 implemented a Rectification Plan approved by the Department;
 - 4.2.2 met any interim performance measures and/or milestones; and
 - 4.2.3 provided sufficient assurances they have identified lessons learnt and addressed the causes of the Performance Failure
- 4.3 Whether or not the Department has exercised its rights under pursuant to paragraph 4.2 in the event that the Department has, in its absolute and sole discretion invoked one or more of the remedies set out in paragraph 4.1 above and the Supplier either;
- 4.3.1 fails to implement a Rectification Plan approved by the Department; and/or
 - 4.3.2 fails to meet the interim performance measures and/or milestones,
- then (without prejudice to any other rights and remedies of termination provided for in this Contract), the Department shall be entitled to terminate this Framework Agreement and with immediate effect by notice in writing in accordance with clause 7.6 of the Framework Agreement.

Annex A to Part A: Service Levels and Service Credits Tables

Service Levels					
Reference	Key Indicator	Service Level Performance Measure	Service Level Threshold(s)	Applicable Service Credits	Transparency Reporting
ECF1a	Recruitment	The number of ECTs with a completed start Declaration on the Department's Digital Service compared against the respective Recruitment Target for each of the Cohort Commencement Dates.	Good: 95%+ Approaching Target: 90% - 94.9% Requires Improvement: 80% - 89.9% Inadequate: Below 80%	Subject to 1 Service Credit (end of the recruitment period)	Yes
ECF1b	Recruitment	The number of Mentors with a completed start Declaration on the Department's Digital Service compared against the respective Recruitment Target for each of the Cohort Commencement Dates.	90%	N/A	No
ECF2a	Retention	The percentage of ECTs that start their training in the first Declaration Window that are retained at the end of Year 1. For ECTs that start at other times and / or undertake their training in a non-standard way, retention is measured according to their start date and programmed timetabling.	Good: 85%+ Approaching Target: 75% to 84.9% Requires Improvement: 65% to 74.9% Inadequate: Below 65%	Subject to 1 Service Credits (end of Year 1)	Yes
ECF2b	Retention / Completion	The percentage of Mentors that start their training in the first Declaration Window that are retained or who have completed their training at the end of Year 1. For Mentors that start at other times and / or undertake their training in a non-standard way, retention/completion is measured according to their start date and programmed timetabling.	Good: 85%+ Approaching Target: 75% to 84.9% Requires Improvement: 65% to 74.9% Inadequate: Below 65%	N/A	No

ECF2c	Retention / Completion	<p>The percentage of ECTs that started their training in the first Declaration Window that are retained or who have completed their training at the end of Year 2.</p> <p>For ECTs that start at other times and / or undertake their training in a non-standard way, retention / completion is measured according to their start date and programmed timetabling.</p>	<p>Good: 85%+</p> <p>Approaching Target: 75% to 84.9%</p> <p>Requires Improvement: 65% to 74.9%</p> <p>Inadequate: Below 65%</p>	Subject to 1 Service Credits Subject (end of Year 2)	Yes
ECF3	Overall Satisfaction	<p>The percentage of the Participants who complete a survey that rate the training 'good' or above at the end of year 1 and 2.</p>	<p>Good: 80%</p> <p>Approaching Target: 70% to 79.9%</p> <p>Requires Improvement: 60% to 69.9%</p> <p>Inadequate: Below 60%</p>	Subject to 2 Service Credits (end of year 1 and end of year 2)	Yes
ECF4	Programme Efficacy	<p>The percentage of Participants who rate the overall impact of the training as 'good' or above in relation to ECT development (confidence, knowledge, behaviour management, classroom performance etc.)</p>	<p>80% of Participants rate the training as good or very good (Subject to baselining)</p>	N/A	No
ECF5	Digital Satisfaction	<p>The percentage of Participants that are satisfied with their provider's Digital Learning Solution at the end of year 1 and 2.</p>	<p>80% of Participants are satisfied or very satisfied with their providers Digital Learning Solution (Subject to baselining)</p>	N/A	No
ECF6a	ECT Engagement	<p>The number of ECTs that start their training with the Supplier and complete Year 1 and Year 2 of the Supplier's Training Programme who engage in at least 75% of their programmed training hours</p>	<p>100% of ECTs in scope of measure</p>	N/A	No

ECF6b	Mentor Engagement	The number of Mentors that start and complete the training with the Supplier's Training Programme who engage in at least 75% of the total number of their programmed training hours	100% of Mentors in scope of measure	N/A	No
Social Value KPI1	MAC 2.2 – Employment	<p>Number of full-time equivalent (FTE) employment related opportunities created under Call Off Contracts under the following categories:</p> <ul style="list-style-type: none"> a. programme leader secondment scheme; b. the art of facilitation certification professional learning community. 	<p>Performance that contributes towards the Supplier meeting the Framework Agreement targets of:</p> <ul style="list-style-type: none"> a. 1 FTE secondees per year; b. 8.5 FTE of facilitators active in contract workforce. 	N/A	No
Social Value KPI2	MAC 2.3 – Education and Training	<p>Number of people-hours of learning interventions delivered under the each Call Off Contract under the following categories:</p> <ul style="list-style-type: none"> a. The leadership bursary scheme; b. art of facilitation certification professional learning community 	<p>Performance that contributes towards the Supplier meeting the Framework Agreement targets of</p> <ul style="list-style-type: none"> a. 1,800 person-hours of post-graduate education funded by bursary scheme per year; b. 1,000 learner-hours of Art of Facilitation completed per cohort 	N/A	No

Finance	Payment to supply chain	Percentage of valid, undisputed invoices submitted by Subcontractors paid in full, within thirty (30) days of receiving	Good: 100% Approaching Target: 90% - 99.9% Requires Improvement: 80% - 89.9% Inadequate: Below 80%	N/A	Yes
Various	Various	Consolidated performance against Service Levels set out in Table 2 of Part C of Schedule 12 of the Framework Agreement	The levels to be achieved for each of the performance levels as set out in Table 2 of Part C of Schedule 12 of the Framework Agreement	N/A	No

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 The Supplier shall monitor and report on their performance against Service Levels.
- 1.2 The Supplier shall provide the Buyer with details of performance in their monthly Contract Management Reports in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 progress against any Rectification Plans currently in place;
 - 1.2.6 any evolving risks or issues that may impact on future performance;
 - 1.2.7 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;
 - 1.2.8 the Management Information as set out in Schedule 13; and
 - 1.2.9 such other details as the Buyer may reasonably require from time to time.

In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Supplier shall include the details of their consolidated performance against the Service Levels in Table 2 of Part C of Schedule 12 of the Framework Agreement for this Contract and one or more of the call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

- 1.3 The Parties shall attend Contract Management Meetings to discuss the performance of the Supplier on a Monthly basis. The Contract Management Meetings will be the forum for the review by the Supplier and the Buyer of the Contract Management Reports. The Contract Management Meetings shall:
 - 1.3.1 take place within one (1) week of the Contract Management Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Contract Management meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier

and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals that cover:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables;
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives;
 - 1.3.5 opportunities to work with other Suppliers and stakeholders via the Lead Provider Community to share good practice and innovations with the intention of improving processes and procedures or resolving shares risks/issues;
 - 1.3.6 how they will utilise system monitoring, platform analytics and user feedback to inform Continuous Improvement in accordance with 16.21 of the specification; and
 - 1.3.7 how the Supplier will incorporate and act on feedback from the Department, in particular feedback generated from periodic reviews of the Supplier's digital capabilities.

The Continuous Improvement Plan must include timings for implementation and / or Milestones as to when proposals and improvements are forecast to be achieved.

- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date. The Continuous Improvement Plan shall be appended to this schedule without the need for a Variation.

- 1.5 The Buyer reviews the proposed Continuous Improvement Plan and notifies the Supplier of its Approval (including any conditions such as feedback on proposals) or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, the Supplier pays the Department gainshare. The gainshare ratio shall be agreed by the Department but it shall be no worse than 50/50 in favour of the Department.
- 1.12 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Department may require the Supplier to consolidate its approach and plans in respect of continuous improvement under the Contract and one or more of the call off contracts into one Continuous Improvement Plan and the Department reserves the right to review the consolidated plan under the governance set out in Schedule 12 of the Framework Agreement.

Annex A to Schedule 11: Continuous Improvement Plan

[insert plan when received]

Schedule 13 (Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Project Manager" the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

- 2.3 Without prejudice to Paragraph **Error! Reference source not found.** below, the Parties agree to operate the boards specified as set out in Management **Information**

- 2.1 The Supplier generates and submits Management Information in their Contract Management Reports in accordance with the requirements set out in this Schedule. The Supplier's Management Information shall as a minimum include:

- 2.1.1 information that evidences the Supplier's Service Level and KPI performance and where requested the data that sits underneath it, in a manner that clearly demonstrates performance;
- 2.1.2 satisfaction survey data and findings, making available to the buyer the raw data that performance is based on;
- 2.1.3 data to support declarations in accordance with Paragraph 2 of Schedule 3;
- 2.1.4 summary of information to support Declarations as set out in Schedule 3. Evidence of Engagement will be required on a termly basis;
- 2.1.5 information on event attendance and module/block completion within relevant month's Contract Management Report;
- 2.1.6 confirmation of the quality assurance activity that has taken place in a relevant period and findings from that activity within the relevant month's Contract Management Report;
- 2.1.7 specific details of ECTs and Mentors, broken down by start date (September, January and April) and FTE status on the programme at set intervals in the programme. This should include if they are active, deferred or withdrawn;
- 2.1.8 details of any complaints received by the Supplier and outcomes of complaints;
- 2.1.9 details of risks and issues; and

- 2.1.10 any such other information as required by the Department from time-to-time.
- 2.2 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Supplier shall ensure they record and present the Supplier's consolidated Management Information across all call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

2.4 **Annex** A to this Schedule.

3. Role of the Supplier Project Manager

- 1.1 The Supplier Project Manager shall be:
 - 1.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 1.1.2 responsible for the provision of the Contract Management Report and attending the Contract Management Meetings
 - 1.1.3 able to delegate their position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 1.1.4 able to cancel any delegation and recommence the position himself; and
 - 1.1.5 replaced only after the Buyer has received notification of the proposed change.
- 1.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 1.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Contract Management Meetings

- 4.1 Contract Management Meetings shall take place between the Supplier and the Buyer and both parties shall be represented by the attendees required to progress the agenda and actions of the meeting.
- 4.2 Attendees, frequency and location of Contract Management Meetings are set out in Management **Information**

- 4.1 The Supplier generates and submits Management Information in their Contract Management Reports in accordance with the requirements set out in this Schedule. The Supplier's Management Information shall as a minimum include:
- 4.1.1 information that evidences the Supplier's Service Level and KPI performance and where requested the data that sits underneath it, in a manner that clearly demonstrates performance;
 - 4.1.2 satisfaction survey data and findings, making available to the buyer the raw data that performance is based on;
 - 4.1.3 data to support declarations in accordance with Paragraph 2 of Schedule 3;
 - 4.1.4 summary of information to support Declarations as set out in Schedule 3. Evidence of Engagement will be required on a termly basis;
 - 4.1.5 information on event attendance and module/block completion within relevant month's Contract Management Report;
 - 4.1.6 confirmation of the quality assurance activity that has taken place in a relevant period and findings from that activity within the relevant month's Contract Management Report;
 - 4.1.7 specific details of ECTs and Mentors, broken down by start date (September, January and April) and FTE status on the programme at set intervals in the programme. This should include if they are active, deferred or withdrawn;
 - 4.1.8 details of any complaints received by the Supplier and outcomes of complaints;
 - 4.1.9 details of risks and issues; and
 - 4.1.10 any such other information as required by the Department from time-to-time.
- 4.2 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Supplier shall ensure they record and present the Supplier's consolidated Management Information across all call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

4.3 **Annex A** to this Schedule.

4.4 Unless stated otherwise, the Contract Management meetings will be held virtually but the Department reserves the right, at most once per year, to request the Supplier to host a meeting at their offices, or attend a convenient DfE location.

4.5 In the event that either Party wishes to replace any of its attendees, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer attendee shall have at all times a counterpart Supplier attendee of equivalent seniority and expertise.

4.6 Each Party shall ensure that its attendees shall make all reasonable efforts to attend Contract Management Meetings at which that board member's attendance is required. If any attendee is not able to attend a Contract Management Meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Contract Management Meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the Contract Management Meetings.

4.7 The purpose of the Contract Management Meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

4.8 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Contract Management Meetings will consider the Supplier consolidated performance across all call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

4.9 In addition to the Contract Management meetings, the Supplier is required to attend a meeting in respect of Declarations and validation of Evidence of Engagement after each Declaration Window in accordance with Schedule 3.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified. The Supplier includes a copy of their risk register in their Contract Management Report.

6. Management Information

6.1 The Supplier generates and submits Management Information in their Contract Management Reports in accordance with the requirements set out in this Schedule. The Supplier's Management Information shall as a minimum include:

- 6.1.1 information that evidences the Supplier's Service Level and KPI performance and where requested the data that sits underneath it, in a manner that clearly demonstrates performance;
 - 6.1.2 satisfaction survey data and findings, making available to the buyer the raw data that performance is based on;
 - 6.1.3 data to support declarations in accordance with Paragraph 2 of Schedule 3;
 - 6.1.4 summary of information to support Declarations as set out in Schedule 3. Evidence of Engagement will be required on a termly basis;
 - 6.1.5 information on event attendance and module/block completion within relevant month's Contract Management Report;
 - 6.1.6 confirmation of the quality assurance activity that has taken place in a relevant period and findings from that activity within the relevant month's Contract Management Report;
 - 6.1.7 specific details of ECTs and Mentors, broken down by start date (September, January and April) and FTE status on the programme at set intervals in the programme. This should include if they are active, deferred or withdrawn;
 - 6.1.8 details of any complaints received by the Supplier and outcomes of complaints;
 - 6.1.9 details of risks and issues; and
 - 6.1.10 any such other information as required by the Department from time-to-time.
- 6.2 In the event the Supplier is delivering the Contract and one or more other call off contracts concurrently, the Supplier shall ensure they record and present the Supplier's consolidated Management Information across all call off contracts under the governance set out in Schedule 12 of the Framework Agreement.

Annex A: Contract Management Meetings

The Parties agree to operate and attend Contract management Meetings at the locations and at the frequencies set out below:

Department representatives	Redacted Under FOIA Section 40, Personal Information
Supplier Representatives	Redacted Under FOIA Section 40, Personal Information
Date of first Contract Management Report	25 th January 2025
Date of first Contract Management Meeting	Week of the 13 th January 2025 and monthly thereafter.
Location of	Unless otherwise agreed, meetings will be held online/virtual e.g. via Microsoft Teams.

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least forty (40) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;

- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's

Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 16 (Buyer Specific Security Requirements)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

“BPSS” “Baseline Personnel Security Standard”	the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
“CCSC” “Certified Cyber Security Consultancy”	is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. 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. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme
“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 these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body
“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing” “Buyer’s Data” “Buyer’s Information”	shall have the meanings given to those terms by the Data Protection Legislation is any data or information owned or retained 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

	<p>tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
"Departmental Security Requirements"	the Buyer's security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.
"Digital Marketplace / G-Cloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
"End User Devices"	the personal computer or consumer devices that store or process information.
"Good Industry Standard"	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.
"Industry Good Standard"	
"GSC"	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
"GSCP"	
"HMG"	Her Majesty's Government
"ICT"	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"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)"	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 ICT system.
"IT Health Check (ITHC)"	
"Penetration Testing"	

"Need-to-Know"	the Need-to-Know principle 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) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).
"OFFICIAL-SENSITIVE"	the term 'OFFICIAL-SENSITIVE' 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 GSCP.
"RBAC" "Role Based Access Control"	Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.
"Secure Sanitisation"	the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0 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
"Senior Information Risk Owner" "SIRO"	the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved

information held by third parties.

“SPF”

“HMG Security Policy Framework”

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>

1. Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Procurement Policy Note: Updates to the Cyber Essentials Scheme \(PDF\)](#) - Action Note 09/23 dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer’s Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer’s Data).
- 1.5. Buyer’s Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier’s or Subcontractor’s own IT equipment to protect the Buyer’s Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer’s Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
 - 1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer’s data and/or systems.
- 1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have

access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. good industry standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;
 - 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - 1.8.6. use of secure device configuration and builds;
 - 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
 - 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at:
<https://www.ncsc.gov.uk/guidance/end-user-device-security> and
<https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's 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.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under

cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

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

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.
- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any Subcontractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, 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 Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.
- 1.20. Security Incidents shall be:
 - 1.20.1. reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved;
 - 1.20.2. reported through the Buyer's nominated system or service owner; and
 - 1.20.3. investigated by the Supplier with outcomes being notified to the Buyer.
- 1.21. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.22. The Supplier or Subcontractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or Subcontractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.23. The Buyer reserves the right to audit the Supplier or Subcontractors providing the Services annually, 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 Services being supplied and the Supplier's, and any Subcontractors', compliance with the paragraphs contained in this Schedule.
- 1.24. The Supplier and Subcontractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and Subcontractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.25. Not Used.
- 1.26. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, Subcontractors or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.
- 1.27. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use

of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

- 1.28. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.
- 1.29. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's [principles for the security of machine learning](#).

Schedule 18 (Supply Chain Visibility)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 18; and
"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1 The Supplier shall:
- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
 - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Start Date.

- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
- 3.1.1 the total contract revenue received directly on this Contract;
 - 3.1.2 the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 – 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

4. Visibility of Payment Practice

- 1.1 If this Contract has at the Start Date an anticipated contract value in excess of £5 million per annum (excluding VAT) averaged over this Contract Period and without prejudice to Clause 4.6, Clause 8.2.1(b) and 8.2.2(b), the Supplier shall:
- (a) pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - (ii) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
 - (b) include within the Supply Chain Information Report a summary of its compliance with this Paragraph 4, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 1.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, the Supplier shall provide to the Buyer within [15] Working Days of submission of the latest Supply Chain Information Report an

action plan (the “Action Plan”) for improvement. The Action Plan shall include, but not be limited to, the following:

- (a) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
 - (b) actions to address each of the causes set out in Sub-Paragraph (a); and
 - (c) mechanism for and commitment to regular reporting on progress to the Supplier’s Board.
- 1.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 1.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier’s Solution (to the extent it is not already included).
- 1.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Redacted Under FOIA Section 43(2), Commercial interests

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Call Off Order;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Call Off Order requires that the Supplier provide a Cyber Essentials Certificate, the Supplier shall provide a valid Cyber Essentials Certificate and evidence the fact they are complying with these requirements in accordance with the Implementation Plan and in any event [no later than 1st June 20XX] to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the provision of Deliverables under this Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during this Contract Period of this Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data the Supplier shall deliver to the Buyer evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.

- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for Material Default and the consequences of termination in Clause 14.5.1 shall apply.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data require the Subcontractor to provide a valid Cyber Essentials Certificate, at the equivalent level to that held by the Supplier. The Supplier cannot require the Subcontractor to commence the provision of Deliverables under the Sub-Contract until the Subcontractor has evidenced to the Supplier that it holds a valid Cyber Essentials Certificate.
- 2.6 The Supplier must manage, and must ensure that all Subcontractors manage, all end-user devices used by the Supplier and the Subcontractor on which Cyber Essentials Scheme Data is processed by ensuring those devices are within the scope of the current Cyber Essentials Certificates held by the Supplier and the Subcontractor, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Deliverables.
- 2.7 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 2.4.1 process that Personal Data only in accordance with Annex 1 (Processing Personal Data) 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;
 - 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, 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:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures.

2.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));
- (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "IDTA"); or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) 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

(e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

2.5.5 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

2.5.6 becomes aware of a Data Loss Event.

- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:
- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;

- 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.
- 4.5 The Parties shall only provide Personal Data to each other:
 - 4.5.1 to the extent necessary to perform their respective obligations under this Contract;
 - 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
 - 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
- (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the transferring Party 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 non-transferring Party in meeting its obligations); and
- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1 (Processing Personal Data).

- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
- 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
- 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 **(Processing Personal Data)**.
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 **(Processing Personal Data)**.
- 4.12 Notwithstanding the general application of Paragraphs 2 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex 1 - Processing Personal Data

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

Redacted Under FOIA Section 40, Personal Information

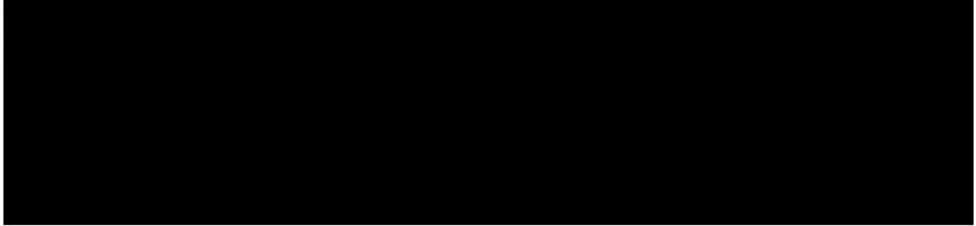
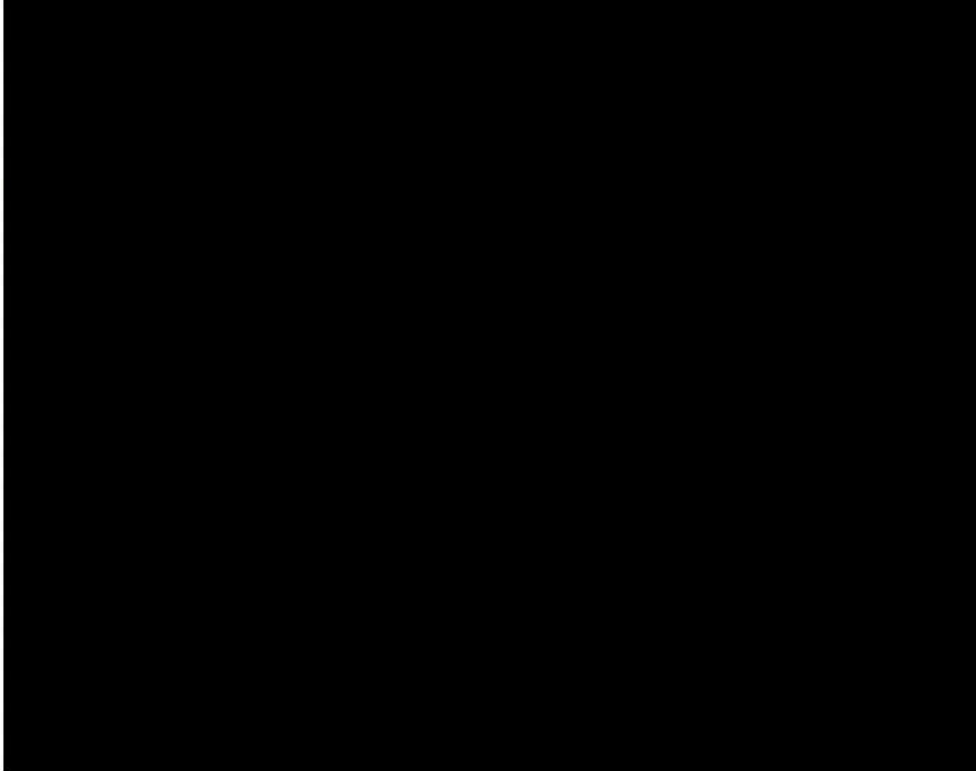
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Deciding what the purpose or outcome of the Processing will be;• Deciding what type of Personal Data is to be collected, as set out in the table below; and• Processing the Personal Data, including;<ul style="list-style-type: none">○ Data collected from Schools or other education settings, about Induction Coordinators will need to be shared with the Lead Providers and their Delivery network for them to contact them to discuss delivery plans.○ Data entered by Induction Coordinators, or other parties, about Participants and collected directly from Participants will need to be shared with the Lead Providers and their Delivery network for them to contact them to deliver their training or induction. <p>The Supplier is an Independent Controller in respect of:</p> <ul style="list-style-type: none">• The Personal Data of individuals, who are not Participants, that they identify as part of delivering the Services. For example, employees of schools and trusts they seek to work with;• Collecting the Personal Data they are required collect in accordance with the contract;• Personal Data that they collect in agreement with the relevant Data Subjects;• Collecting and processing other Personal Data in order to meet its obligations under this Contract; and• Personally identifiable information of Supplier Personnel for which the Supplier is the Controller. <p>The Department is an Independent Controller in respect of:</p> <ul style="list-style-type: none">• Deciding which Participants to collect Personal Data about and providing their data to the Supplier and other internal services.

Description	Details
	<ul style="list-style-type: none"> • Longitudinal and/or historical impact analysis to support long-term evaluation of the ECF delivery, and understanding of the teaching workforce and its development; and • Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller.
Subject matter of the Processing	<p>The processing is needed for the delivery of the Contract:</p> <ul style="list-style-type: none"> (a) in order to ensure that the Supplier can effectively deliver the Contract to provide the Services; (b) in order that the Department can effectively manage the delivery of the Contract by the Supplier; (c) for the purposes of the Department's teacher recruitment and retention statistics. The data provided will give an insight and quantitative description of Participant diversity and Participant teaching outcomes in terms of entry into teaching, retentions, career progression and contribution to shortage subjects and schools in areas of disadvantage.
Duration of the Processing	Up to the End Date but data will be retained for longer in accordance with the retention period noted below.
Nature and purposes of the Processing	<p><u>Legal Basis for Processing:</u></p> <ul style="list-style-type: none"> (i) Personal Data is shared and processed on the legal basis that the processing is necessary for the performance of a task in the public interest pursuant to Section 14 of the Education Act 2002. (ii) Personal Data shared for the purposes of the ITTECF2025, is shared and processed on the basis that the Data Subject has given consent to the processing. <p><u>Data Minimisation:</u></p> <p>For data processing requirements (a), (b) and (c) above, all Participant data will be processed, shared and retained. It is not possible to anonymise data for these purposes.</p> <p><u>Frequency of Sharing:</u></p> <p>Data will be shared by the Supplier, through the Digital Service, on an ongoing basis subject to Data Subject agreement. In addition, MI will be reported on a monthly cadence.</p> <p>Personal Data will be shared by the Supplier in accordance with the provisions set out in Schedule 13 of this Contract and Schedule 12 of the Framework Agreement.</p> <p><u>Systems Used for Processing:</u></p> <p>The processing instructed by the Supplier will be undertaken in accordance with their Tender.</p>

Description	Details
	<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 purpose might include: employment processing, statutory obligation, recruitment assessment, audit and assurance, invoicing and payments, withdrawals and deferrals, retention assessment, satisfaction and exit surveys etc</p> <p><u>Method and Format of Transferring the Data:</u></p> <p>Personal Data of all Participants (including those who do not give their consent to share their data with the Digital CPD Service) will be transferred from the Processor to the Department in accordance with a process that is agreed with the Department.</p> <p>The Controller reserves the right to request data that is not captured in this Annex if the need arises.</p>
Type of Personal Data being Processed	<ol style="list-style-type: none"> 1 Teacher Reference Number (TRN) 2 Full name 3 Gender 4 Ethnicity 5 Email address(es) 6 Telephone number(s) 7 Home address 8 Date of birth (if available) 9 Job role 10 School URN 11 School Name 12 School Address 13 School Postcode 14 E-mail Address of School contact 15 Programme delivery region 16 Data required for Evidence of Engagement 17 Confirmation if the Participant has been 'inactive' 18 Confirmation if the Participant has withdrawn 19 Withdrawal date (if applicable) 20 Reason for withdrawal (if applicable) 21 Confirmation if the Participant has deferred 22 Deferral date (if applicable) 23 Reason for deferral (if applicable) 24 Length of deferral 25 Restart date (if previously deferred) 26 Satisfaction survey data

Description	Details
	27 Other such data as required and agreed by the Joint Controllers and where there is consent from the Data Subjects, or enshrined provision.
Categories of Data Subject	Potential Participants and Participants
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The data may be retained (in a restricted folder) by the Joint Controllers and the Processor as long as is required for the purpose(s) of this Contract; this period shall not exceed 7 years unless covered by existing provision.</p> <p>All data will be deleted or destroyed after this period unless the Joint Controller wishes to keep the data for longer period for research and statistical purposes only.</p> <p>Confirmation of destruction will be provided by the Processor to the Controller, within 15 Working Days of a request being made.</p>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	<p>Redacted Under FOIA Section 43(2), Commercial interests</p> 
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>Redacted Under FOIA Section 43(2), Commercial interests</p> 

Description	Details
	<div>Redacted Under FOIA Section 43(2), Commercial interests</div> <div></div>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraph 2 of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs 4.2-4.12 of this Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The **Parties agree that the Supplier:**
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

- 2.1 The Supplier and the Buyer each undertake that they shall:
- 2.1.1 report to the other Party every [3] months on:
 - (a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of this Contract during that period;
- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs (a) to 2.1.1(e);
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and (c) to 2.1.1(e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;

- 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
 - 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
 - 2.1.11 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include:
 - where the transfer is subject to UK GDPR:
 - (i) the UK International Data Transfer Agreement (the "IDTA"), as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time; and/or
 - where the transfer is subject to EU GDPR, the EU SCCs,
 - (iii) as well as any additional measures determined by the Controller being implemented by the importing party;
 - (iv) the Data Subject has enforceable rights and effective legal remedies;
 - (v) the transferring Party 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 non-transferring Party in meeting its obligations); and
 - (vi) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
- 2.2 Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
 - 3.1.2 all reasonable assistance, including:
 - (a) co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (b) co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:
- (a) the nature of the Data Loss Event;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;
 - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Data Loss Event; and
 - (f) describe the likely consequences of the Data Loss Event.

4. Audit

- 4.1 The Supplier shall permit:
- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to this Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

6.1 The Parties agree to take account of any guidance issued by the Information Commissioner, or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner, or any other regulatory authority.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("Financial Penalties") then the following shall occur:

7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):
 - 7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8. Termination

- 8.1 If the Supplier is in Material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
 - 9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - 9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

Contract Details		
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("this Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in this Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. What happens if you aren't insured

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than £5,000,000 (five million) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5,000,000 in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limit

United Kingdom

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

1. Insurances

- 1.1 Professional Indemnity Insurance

2. Insured

- 2.1 The Supplier

3. Interest

- 3.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of:

- 3.1.1 Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services. Professional services in this context shall include the delivery of the Service Requirements relating to the design and delivery of content and training by the Supplier.

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Contract.

4. Limit of indemnity

- 4.1 Not less than at least five million pounds (£5 million) in respect of professional indemnity cover in respect of each and every claim.

5. Period of insurance

- 5.1 From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

Schedule 23 Not Used

Schedule 24 (Financial Difficulties)

1. INTRODUCTION AND DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Economic and Financial Standing Assessment” or “Assessment”	means an assessment of the Supplier’s and their Key Subcontractor’s economic and financial standing undertaken by the Supplier in accordance with this Schedule;
“Financial Distress Event”	means any one of the instances described in 4.1.1 to 4.1.10 of this schedule;
“Financial Distress Service Continuity Plan”	The plan produced by the Supplier in the event the Supplier suffers a Financial Distress Event;
“Financial Monitoring Plan”	The plan produced by the Supplier and updated in accordance with this Contract;

1.2 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its Key Subcontractors is critical to the stability and successful delivery of the Services and that any deterioration, or potential deterioration, of their financial position may have an adverse effect on the performance by them and its ability to comply with its obligations under this Call Off Contract and to deliver the Services.

2. GENERAL

- 2.1 The Supplier shall undertake an Economic and Financial Standing Assessment on the Supplier and its Key Subcontractors and submit the results, in the format specified by the Department, along with their last two sets of audited accounts on an annual basis and no later than 30th April 2025 of each year of the Contract.
- 2.2 If the Department deems, from the Assessment and audited accounts submitted, that there is a risk to the delivery of and/or continued performance of the Services, the Department may ask the Supplier to submit a Financial Distress Service Continuity Plan, as described in paragraph 5.
- 2.3 The Supplier shall monitor its own financial standing and that of its Key Subcontractors on a regular basis throughout the Contract Period and update their Financial Monitoring Plan in accordance with Schedule 8 of the Framework Agreement.
- 2.4 In the event the Supplier is delivering the Contract and other Call Off Contracts concurrently, the Department may require the Supplier to undertake one consolidated Assessment and provide the results to the Department which reserves the right to consider them using the governance set out in Schedule 16 of the Framework Agreement.

3. FINANCIAL MONITORING PLAN

- 3.1 The Supplier shall develop and maintain a Financial Monitoring Plan.

- 3.2 The Financial Monitoring Plan shall be designed by the Supplier and agreed with the Department to ensure that the Department has an early and clear warning indicator of any Financial Distress Event affecting the Supplier and/or Key Subcontractors which may affect the Services. The content and design is to be proportionate for the circumstances taking into account the delivery and nature of the Services, the use and type of Subcontractors and the identity of the Supplier.
- 3.3 Except where the Department has agreed otherwise, the Supplier shall within four (4) weeks of the Contract Date, prepare and submit for approval by the Department, its Financial Monitoring Plan which shall set out the Supplier's proposals for the monitoring and reporting of its financial stability, and that of its Key Subcontractors, to the Department on a regular basis throughout the Contract Period.
- 3.4 The Financial Monitoring Plan shall include, but shall not be limited to:
- (i) a summary of the Supplier's and Key Subcontractors' financial positions at the Contract Date which include but not limited to credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables, Trustees' reports, routine management accounts etc;
 - (ii) how the Supplier and Key Subcontractors' financial standing will be reviewed on a regular basis throughout the Contract Period against historical financial standing to show any trend (including use of credit ratings, financial ratios and/or other financial indicators);
 - (iii) the Supplier's proposals for reporting financial standing to the Department (including the template reporting forms which the Supplier intends to use);
 - (iv) the frequency of monitoring and reporting activity;
 - (v) provision of reporting lines for the supply chain to notify the Department of incidents of non-payment of valid and undisputed invoices; and
 - (vi) any other provisions which in the reasonable opinion of the Supplier may be required by the Department to assess current financial standing of the Supplier and Key Subcontractors and which enable quick and easy assessment of any movement in financial standing.
- 3.5 The Department shall notify the Supplier of its approval or rejection of the proposed Financial Monitoring Plan (or any updates to it) within twenty (20) Working Days of receipt. The Supplier shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by the Department.
- 3.6 Within ten (10) Working Days of receipt of the Department's notice of rejection and of the deficiencies of the proposed Financial Monitoring Plan, the Supplier shall submit to the Department a revised Financial Monitoring Plan reflecting the changes required.
- 3.7 Following the approval of the submission of the first Financial Monitoring Plan, the Supplier shall regularly review, maintain and provide the Department with an updated version of the Financial Monitoring Plan on at least a quarterly basis thereafter.
- 3.8 The Supplier shall comply with their Financial Monitoring Plan throughout the Contract Period.

- 3.9 In the event the Supplier is delivering the Contract and other call off contracts concurrently, the Department may require the Supplier to maintain and update one Financial Monitoring Plan reflecting all of the Services it is delivering. The Department reserves the right to review the consolidated Financial Monitoring Plan using the governance set out in Schedule 16 of the Framework Agreement.

4. FINANCIAL DISTRESS EVENTS

- 4.1 In addition to its obligations set out in paragraph 3, the Supplier shall as soon as practicable notify the Department in writing if any of the following Financial Distress Events occur in respect of the Supplier or a Key Subcontractor:
- 4.1.1 there is a material deterioration of its (or any Consortium Member's or respective parent company's) financial standing;
 - 4.1.2 the appointment of an administrator or receiver;
 - 4.1.3 late filing of statutory accounts with Companies House;
 - 4.1.4 it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;
 - 4.1.5 it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety;
 - 4.1.6 it commits a material breach of covenant to its lenders;
 - 4.1.7 a Key Subcontractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;
 - 4.1.8 it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness;
 - 4.1.9 in the auditor's opinion the Supplier or Key Subcontractor or respective parent company is no longer a 'going concern';
 - 4.1.10 there is a sudden and/or unexpected change in the Chief Executive Officer and/or the Finance Director (or equivalents).
- 4.2 The notification shall include a summary explanation and background information relevant to the Financial Distress Event.
- 4.3 If the Supplier is delivering more than one call off contract concurrently, the notification shall be consolidated and include details relevant to all of the call off contracts that it is currently delivering.

5. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 5.1 In the event of a Financial Distress Event occurring, then the Supplier shall, and shall procure that any affected Key Subcontractor shall, as soon as reasonably practicable, comply with the obligations of paragraph 4 of this schedule.

- 5.2 Where the Department reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services under this or on the Department's request as per paragraph 2.2, the Supplier shall submit to the Department for approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as the Department may reasonably require to assess financial standing and risks.
- 5.3 The Financial Distress Service Continuity Plan shall set out how the Supplier intends to ensure it is still able to deliver the Services under this (and any other) Call Off Contract and resolve any issues that were a contributory factor to the event occurring.
- 5.4 Where the Supplier is delivering the Contract and other call off contracts under the Framework Agreement, it shall consolidate their proposals into one Financial Distress Service Continuity Plan.
- 5.5 If the Department acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or key sub-contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 5.6 If the Department approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the Financial Distress Service Continuity Plan (with submissions to the Department for Approval where it is updated).
- 5.7 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.
- 5.8 If the Department acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or Key Subcontractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 5.9 If the Department approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the plan (with submissions to the Department for Approval where it is updated).
- 5.10 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.

6. TERMINATION RIGHTS

- 6.1 The Department shall be entitled to terminate this Contract for Material Default if:
- 6.1.1 the Supplier fails to notify the Department of a Financial Distress Event;
 - 6.1.2 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 5.5.

6.1.3 the severity of the Financial Distress Event means the Supplier will no longer be able to deliver the Services and it is not practicable to put in place a Financial Distress Service Continuity Plan.

and the consequences of termination in Clause 14.5.1 shall apply.

Schedule 25 (Rectification Plan)

Drafting note: The Department reserves the right to update this template and the requirements from time-to-time

Request for [Revised] Rectification Plan		
Details of the Notifiable Default:	<i>[insert details of the Notifiable Default, with clear schedule and clause references as appropriate]</i>	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by Buyer:		Date: <div></div>
Supplier [Revised] Rectification Plan		
Cause of the Notifiable Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Notifiable Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Notifiable Default	[X] Working Days	
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

- “Waste Hierarchy”** means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:
- (a) Prevention;
 - (b) Preparing for re-use;
 - (c) Recycling;
 - (d) Other Recovery; and
 - (e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2 advance:
 - (a) equality of opportunity; and
 - (b) good relations,between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

- 3.1 The Supplier:
- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).

- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 the Buyer may by notice:
 - 3.3.1 require the Supplier to remove from performance of this Contract any Subcontractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to

and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Part B – Not Used

Part C

Social Value

- 1.1 The Supplier shall provide a Social Value Report to the Buyer as outlined in Table A.
- 1.2 In the event the Supplier is delivering more than one Call Off Contract concurrently, the Department may require the Supplier to consolidate its Social Value performance and delivery against its Social Value Plan into one Social Value Report and the Department reserves the right to review the consolidated Report and measure the combined performance against the social value KPIs using the governance set out in Schedule 12 of the Framework Agreement.

Table A: Social Value Report

Required Detail	Frequency
A high-level summary of the Supplier's performance against the Social Value priorities over the relevant period	Quarterly
Performance by the Supplier against each of the Social Value KPIs set out at Schedule 10 over the relevant period	Quarterly

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Call Off Order. The Key Subcontractors for this Contract are those named in Annex 1 to this Schedule 27
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Annex 1 of this Schedule. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- 1.5.1 provisions which will enable the Supplier to discharge its obligations under the this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

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Redacted Under FOIA Section 40, Personal Information

Schedule 28 (ICT Services)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Emergency Maintenance" ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"Licensed Software" all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;

"Maintenance Schedule" has the meaning given to it in Paragraph 8 of this Schedule;

"New Release" an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Operating Environment" means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated;

"Permitted Maintenance" has the meaning given to it in Paragraph 8.2 of this Schedule;

"Quality Plans" has the meaning given to it in Paragraph 6.1 of this Schedule;

"Sites" has the meaning given to it in Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

2. When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2 all components of the Specially Written Software shall:
 - (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and
 - (c) not infringe any IPR.

5. Provision of ICT Services

- 5.1 The Supplier shall:
- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
 - 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3 ensure that the Supplier System will be free of all encumbrances;
 - 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
 - 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Call Off Order, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Call Off Order, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
 - 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

Schedule 29 (Key Supplier Staff)

1. KEY SUPPLIER STAFF

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("Key Staff").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Schedule 30 (Exit Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 Not used
- 2.3 The Supplier shall ensure they maintain a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 Not used;
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager no later than twelve (12) Months prior to the End Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.8 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.9 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.10 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.11 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.12 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.13 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date information on any assets and data relevant to the Contract to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 No later than 9 months prior to the Termination of this Contract, and during the Termination Assistance Period the Supplier shall notify the Buyer setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - 10.1.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

- 1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:
- 1.4.1 copies of up-to-date procedures and operations manuals;
 - 1.4.2 product information;
 - 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
 - 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 32 (Background Checks)

1. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

2. Relevant Convictions

1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

1.2 Notwithstanding Paragraph 1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Subcontractor must):

1.2.1 carry out a check with the records held by the Department;

1.2.2 conduct thorough questioning regarding any Relevant Convictions; and

1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Subcontractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

1. It is likely that a conviction for any offence that led to a term of imprisonment, including any suspended sentence will be considered “a relevant offence”. It is also likely that a conviction for any offence that relates to, or involves, any of the following will be considered “a relevant offence”:
 - 1.1. violence;
 - 1.2. terrorism;
 - 1.3. sexual activity;
 - 1.4. voyeurism (including upskirting);
 - 1.5. revenge pornography (sharing private, sexual materials, either photos or videos, of another person without their consent);
 - 1.6. sexual communication with a child;
 - 1.7. any activity involving viewing, taking, making, possessing, distributing or publishing any indecent photograph or image or indecent pseudo photograph or image of a child, or permitting any such activity, including one off incidents;
 - 1.8. child cruelty and/or neglect;
 - 1.9. controlling or coercive behaviour;
 - 1.10. harassment and/or stalking;
 - 1.11. intolerance and/or hatred on the grounds of race, religion, sexual orientation or any of the other protected characteristics;
 - 1.12. possession (including for personal use), possession with intent to supply another person, supply (selling, dealing or sharing) or production of any class A drugs;
 - 1.13. possession with intent to supply another person, supply (selling, dealing or sharing) or production of any class B, class C or any temporary class drugs;
 - 1.14. fraud or serious dishonesty;
 - 1.15. theft from a person or other serious theft
 - 1.16. arson and other “major” criminal damage;
 - 1.17. possession of prohibited firearms, knives or other weapons;
 - 1.18. serious driving offences, particularly those involving alcohol or drugs;
 - 1.19. serious offences involving alcohol;
 - 1.20. serious offences involving gambling;
2. It is less likely that a conviction for offences that relate to, or involve, any of the following will be considered to be “a relevant offence”:
 - 2.1. isolated minor cases of theft;
 - 2.2. minor driving offences;
 - 2.3. minor offences involving gambling; or 17 Section 4 of the Equality Act 2010

- 2.4. minor offences involving personal use of alcohol or class B, class C or temporary class drugs away from children and education contexts. These lists are not exhaustive and provide only an indication of what are likely and less likely to be considered “relevant”. Each case needs to be considered on its individual merits by the panel, taking into account the circumstances involved.

Schedule 36 (Intellectual Property Rights)

1. General Provisions and Ownership of IPR

- 1.1 Any New IPR created under this Contract is owned by the Supplier except for any School-Led Materials developed by the Supplier. Where the Supplier develops School-Led Materials, the Buyer owns the related IPR.
- 1.2 Each Party keeps ownership of its own Existing IPR.
- 1.3 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 1.1 and 1.12, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.4 Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.5 Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.6 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex **Error! Reference source not found.** to this Schedule and keep this updated throughout the Contract Period.
- 1.7 If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 2 and 6, the Supplier must, within 10 Working Days notify the Buyer:
 - 1.7.1 the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.7.2 the Deliverables affected.
- 1.8 For the avoidance of doubt:
 - 1.8.1 except as provided for in Paragraphs 2.2.2.2(c)(1) or 6.1.2.2 and 6.1.2.3, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 2 and 6;
 - 1.8.2 the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - 1.8.2.1 Sections 55 and 56 of the Patents Act 1977;
 - 1.8.2.2 section 12 of the Registered Designs Act 1949; or
 - 1.8.2.3 sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Licences in respect of New IPR and Supplier Existing IPR

- 2.1 The Supplier grants the Buyer a Supplier New and Existing IPR Licence on the terms set out in Paragraph 2.2.
- 2.2 The Supplier New and Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:
 - 2.2.1 in the case of New IPR and Supplier Existing IPR embedded in a Deliverable:
 - 2.2.1.1 allows the Buyer, any transferee or any sublicensee to use, copy and adapt the New IPR and Supplier Existing IPR;
 - 2.2.1.2 has no restriction on the identity of any transferee or sublicensee;

- 2.2.2 in the case of New IPR and Supplier Existing IPR is necessary for the Buyer or any End User to use the Deliverable and:
 - 2.2.2.1 allows the Buyer, any transferee or any sublicensee to use, copy but not adapt, disassemble or reverse engineer the New IPR and Supplier Existing IPR;
 - 2.2.2.2 is transferrable to only:
 - (a) a Crown Body;
 - (b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (1) enters into a direct arrangement with the Supplier in the form set out in Annex 1; or
 - (2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
 - 2.2.2.3 is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:
 - (a) enters into a direct arrangement with the Supplier in the form set out in Annex 1; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
- 2.2.3 in the case of New IPR that is used to provide the Deliverable:
 - 2.2.3.1 allows the Buyer, any transferee and any sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant New IPR and Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
 - 2.2.3.2 has no restriction on the identity of any transferee or sublicensee.
- 2.2.4 in the case of Supplier Existing IPR where the Deliverable is a customisation or adaptation of Supplier Existing IPR:
 - 2.2.4.1 allows the Buyer, any transferee and any sublicensee to use, copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
 - 2.2.4.2 is transferrable to only:
 - (a) a Crown Body;
 - (b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (1) enters into a direct arrangement with the Supplier in the form set out in Annex 1; or

- (2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
- 2.2.4.3 is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:
 - (a) enters into a direct arrangement with the Supplier in the form set out in Annex 1; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential).
- 2.3 The Supplier New and Existing IPR Licence provided for under Paragraph 2.2 is subject to the restriction that no transfer or sublicense of the Supplier New and Existing IPR shall purport to grant to the transferee or sub-licensee (as applicable) any wider rights than those granted to the Buyer under this Paragraph.
- 2.4 Where the legal status of the Buyer changes, such that it ceases to be a Crown Body:
 - 2.4.1 the Supplier New and Existing IPR Licence is unaffected; and
 - 2.4.2 any successor body of the Buyer that is a Crown Body shall have the benefit of the Supplier New and Existing IPR Licence.
- 2.5 The expiry or earlier termination of this Contract does not terminate any Supplier New and Existing IPR Licence.

3. Buyer approval for Supplier to exploit Buyer Existing IPR

- 3.1 Before using, copying or adapting any Buyer Existing IPR for any purpose other than fulfilling its obligations under this Contract, the Supplier must seek the approval of the Buyer in accordance with the provisions of this Paragraph.
- 3.2 The Buyer may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in the licence.
- 3.3 The Supplier must provide a proposal setting out:
 - 3.3.1 the purpose for which it proposes to use the Buyer Existing IPR;
 - 3.3.2 the activities the Supplier proposes to undertake with or in respect of the Buyer Existing IPR;
 - 3.3.3 any licence the Supplier requests in respect of Buyer Existing IPR; and
 - 3.3.4 such further information as the Buyer may reasonably require to properly consider the proposal.
- 3.4 The Buyer may only refuse the Supplier's proposal where it considers that if the Supplier were to implement the proposal it would harm:
 - 3.4.1 the Buyer's reputation; or
 - 3.4.2 the Buyer's interests.
- 3.5 Where the Buyer has not:
 - 3.5.1 approved or declined the proposal; or
 - 3.5.2 required further information,within twenty (20) Working Days of the later of:
 - 3.5.3 the date the proposal was first provided to the Buyer; or
 - 3.5.4 the date on which further information was provided to the Buyer,

then the proposal is, for the purposes of this Contract, approved.

4. Licences granted by the Buyer

- 4.1 Subject to Paragraph 3, the Buyer grants the Supplier a licence to the Buyer Existing IPR that:
 - 4.1.1 is perpetual, non-exclusive, royalty-free and non-transferable;
 - 4.1.2 is sub-licensable to any Sub-contractor where:
 - 4.1.2.1 the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and
 - 4.1.2.2 the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
 - 4.1.3 allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR for the purpose of:
 - 4.1.3.1 fulfilling its obligations under this Contract;
 - 4.1.3.2 commercially exploiting the New IPR.

5. Provision of information on New IPR

- 5.1 The Buyer may, at any time, require the Supplier to provide information on:
 - 5.1.1 the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR; and
 - 5.1.2 the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR.
- 5.2 The Supplier must provide the information required by the Buyer:
 - 5.2.1 Within twenty (20) Working Days of the date of the requirement; and
 - 5.2.2 in the form and with the content specified by the Buyer.

6. Licences in respect of Third-party IPR

- 6.1 The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:
 - 6.1.1 Approval is granted by the Buyer; and
 - 6.1.2 one of the following conditions is met:
 - 6.1.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 2.2;
 - 6.1.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR Licence as set out in Paragraph 6.1.2.1, all the following conditions are met:
 - (a) the Supplier has notified the Buyer in writing giving details of:
 - (1) what licence terms can be obtained from the relevant third party; and
 - (2) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
 - (b) the Buyer has agreed to accept the licence terms of one of those third parties; and

- (c) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or

6.1.2.3 the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.

6.2 The Third Party IPR licence referred to in Paragraph 6.1 is the licence set out in Paragraph 2.2 as if:

6.2.1 the term Third Party IPR were substituted for the term New IPR or Supplier Existing IPR; and

6.2.2 the term third party were substituted for the term Supplier, in each place they occur.

7. Patents

7.1 Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

8. Open Licence Publication for School-Led Materials

8.1 Subject to Paragraph 8.5, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the School-Led Materials.

8.2 The Supplier warrants that:

8.2.1 the School-Led Materials are suitable for release under Open Licence;

8.2.2 in developing the School-Led Materials it has used reasonable endeavours to ensure that:

8.2.2.1 the publication by the Buyer will not:

- (a) allow a third party to use them in any way that could reasonably be foreseen to compromise the operation or security of the School-Led Materials;
- (b) cause any harm or damage to any party using them; or
- (c) breach the rights of any third party;

8.2.2.2 they do not contain any material which would bring the Buyer into disrepute if published.

8.3 The Supplier must not include in the School-Led Materials provided for publication by Open Licence any Supplier Existing IPRs unless the Supplier consents to:

8.3.1 their publication by the Buyer under Open Licence; and

8.3.2 their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Buyer.

8.4 The Supplier must supply any or all School-Led Materials in a format (whether it is provided in any other format or not) suitable for publication under an Open Licence (the Open Licence Publication Material) within thirty (30) Working Days of written request from the Buyer (Buyer Open Licence Request).

ANNEX 1: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) [insert name of Buyer] (the “Buyer”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “Sub-licence”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information”	<p>means:</p> <ol style="list-style-type: none">(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:<ol style="list-style-type: none">(i) the Supplier; or(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;(c) information derived from any of the above, but not including any Information that:
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	<p>(a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;</p> <p>(b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or</p> <p>(c) was independently developed without access to the Information;</p>
“Information”	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and
“Sub-licence”	has the meaning given to that expression in recital Error! Reference source not found. to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2. Confidentiality Obligations

2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

- (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
- (c) make no further use of any Confidential Information.

3. Permitted Disclosures

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
 - 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4. General

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. Governing law

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position: