

THIS Contract is made on 2<sup>nd</sup> DAY of August 2016

Between:

- 1) The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT, acting through the National College for Teaching and Leadership ("NCTL"); and
- 2) Teaching Leaders registered office address 65 Kingsway, London, WC2B 6TD and registered charity in England and Wales no.1146924 (the "Provider").

It is agreed that:

1. The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT will be acting through its executive agency, NCTL.
2. This form of agreement, together with the attached Schedules and appendices are the documents which collectively form the "Contract".
3. In the event of any conflict between the provisions of the clauses of this Contract, the provisions of the Schedules or Appendices, the following order of precedence shall apply:
  - a. the clauses of this Contract
  - b. Schedule 2 (Terms and Conditions) of this Contract
  - c. the requirement, as set out in Schedule 1 (The Specification) to this Contract
  - d. Schedules 3 to 13 to this Contract
  - e. any appendix to the relevant Schedule
  - f. the invitation to tender (appendix 10)
  - g. the Provider's Solution, as set out in Schedule 13 to this Contract

This document has been executed on the date stated at the beginning of this Contract.

SIGNED by the PROVIDER acting by

Authorised Signatory

J.P. Long

In the presence of

Witness signature V Davies

Occupation PA to Director of NCTL

Address Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

Date 02/08/16

SIGNED by NCTL acting by 

Position Director of Programme Delivery, NCTL

In the presence of

Witness signature V Davies

Occupation PA to Director of NCTL

Address Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

Date 02/08/16

**Table of Contents**

**Contract Schedules**

<b>Schedule 1</b>	<b>The Specification</b>
<b>Schedule 2</b>	<b>Terms and Conditions</b>
<b>Schedule 3</b>	<b>Financials and Invoicing</b>
<b>Schedule 4</b>	<b>Key Performance Indicators (KPIs), Service Levels and Service Credits.</b>
<b>Schedule 5</b>	<b>Implementation Plan</b>
<b>Schedule 6</b>	<b>Governance, Reporting and Change Control</b>
<b>Schedule 7</b>	<b>NCTL's Obligations</b>
<b>Schedule 8</b>	<b>Key Personnel and Key Sub-Providers</b>
<b>Schedule 9</b>	<b>Step-in Rights</b>
<b>Schedule 10</b>	<b>Data, Systems Handling and Security</b>
<b>Schedule 11</b>	<b>Transfer of Undertakings (TUPE) Obligations</b>
<b>Schedule 12</b>	<b>Commercially Sensitive Information</b>
<b>Schedule 13</b>	<b>The Provider's Solution</b>
<b>Appendices</b>	<b>(Separate Documentation)</b>
<b>Appendix 1</b>	<b>Equality and Diversity Policy</b>
<b>Appendix 2</b>	<b>Detailed Cost Matrix</b>
<b>Appendix 3</b>	<b>Detailed Implementation Plan</b>
<b>Appendix 4</b>	<b>Project Board Membership/Organisational Chart</b>
<b>Appendix 5</b>	<b>NCTL commissioned programmes Marketing &amp; Branding Guidelines</b>
<b>Appendix 6</b>	<b>Marketing Plan</b>
<b>Appendix 7</b>	<b>Risks and Issues Register</b>
<b>Appendix 8</b>	<b>Intellectual Property Log</b>
<b>Appendix 9</b>	<b>Provider's Bid Clarification</b>
<b>Appendix 10</b>	<b>Invitation to Tender</b>

## **Schedule 1**

### **The Specification**

#### **Section 1: Background**

1. The High Potential Middle Leaders (Secondary) programme is a two year, high impact programme that identifies and develops middle leaders (i.e. heads of department, heads of year and those in whole-school middle leadership roles) with the highest potential in challenging secondary schools in England. The programme provides participants with training and coaching to develop in their current jobs, raise attainment within their schools and develop their potential for senior leadership.
2. The DfE has funded a High Potential Middle Leaders (HPML) secondary programme since 2011. Since then, the programme has increased in size from 142 participants in 73 schools (2011) to 560 participants across cohorts in 460 schools (2014). The core elements of the programme model, such as coaching and taking on extended leadership responsibilities in an actual school environment, are proven by evaluation research, to be highly credible strategies for leadership development.

#### **Section 2: The Programme aims**

3. This requirement is for the design and delivery of a programme to support high potential middle leaders ("the Programme") in the most challenging secondary schools. These high potential individuals are best placed to deliver impact in their schools and have the greatest potential to progress to senior leadership and headship roles.
4. Participants on the Programme will make a measureable impact to improve pupil achievement and will build leadership capacity and capability in their schools. Sections 3-5 of the requirement below outline in more detail our expectations around school eligibility, participant eligibility and the impact that participants should demonstrate, during and beyond their involvement with the Programme.
5. The Provider will be responsible for the delivery of the Programme, which will include:
  - Delivery of two (2) cohorts of the redesigned Programme (in accordance with the new Programme model (Section 7, Table 2) over the academic years 2016/18 and 2017/19.
  - Delivery of the second year of the current HPML Programme to an

existing 2015/17 cohort of approximately 510 participants, to ensure continuity and consistency of the programme for this group (Section 9, Table 3).

**Note:**

- NCTL may require the Provider to recruit and deliver an additional cohort covering the academic year 2018/2020 (subject to satisfactory performance and continued Government support and funding). Should this option be exercised, recruitment for this additional cohort would start in September 2017 with actual programme delivery starting in August 2018 and finishing in July 2020.
6. The Provider will be responsible for the development of the existing and redesigned Programme which will include, but is not limited to, the following outline criteria:
- By the end of the Programme and beyond participants will make improvements to the quality of teaching and learning in their schools that in turn makes a measureable impact on pupil achievement (Section 5 – Quality and Impact).
  - Participants will undertake a school-based improvement initiative as part of Year 1 of the Programme. This should be focussed on raising the achievement of pupils across all areas of the participants responsibility and will be approved by senior school leaders.
  - The Programme will address the specific needs of middle leaders within the secondary sector.
  - The Programme will support participants in becoming great middle leaders and make them even better at their current job. However, for some participants we will expect to see support for their progress towards senior leadership roles with the Provider tracking alumni progression towards this.
  - The Provider will deliver a programme that engages participants for approx. 30+ days over a two-year duration for each cohort.
  - The Programme will be delivered via a range of methods according to the learning needs of participants and will include, but not be limited to:
    - a. Residentials (including inspirational induction events and guest speakers)
    - b. Coaching over the life of the programme as an individual and/or as a group

- c. Face to face sessions, including seminars and challenge days
  - d. School-based projects targeted on improving pupil achievement
  - e. On the job training
  - f. Online training via the Teaching Leaders Learning Platform
  - g. Peer to peer learning
  - h. Communities of support
- The Programme will ensure that the assessment of participants is rigorous and of a Masters level equivalent.
  - The Programme will consider how to minimise the cost of covering absent teachers for schools who will be putting forward participants.
  - Delivery will be personal and the Provider will draw on the results of an initial baseline viva and feedback from the Leadership Competency Framework self-assessment to define the learning needs of each participant.
  - Delivery will be highly credible. For example, outstanding school leaders will be involved in delivery.
  - The Programme will link to existing and developing opportunities within the system such as the National Teaching Service (NTS) and the National Professional Qualification for Middle Leadership (NPQML).
  - The Provider will be responsible for the continuous quality improvement (CQI) and evolution of the Programme and will develop plans to constantly review Programme effectiveness (including how they will involve participants in making positive changes to the programme year on year). The Provider will need to ensure that they share data, typically as part of the annual review or as required, and work with NCTL for the introduction of changes/improvements to the Programme or eligibility criteria.
  - Intellectual Property Rights (IPR) and knowledge generated from this public investment will be used more widely for the benefit of the system (for example, via exploring ways of making this openly available to the system).

### **Section 3: New Programme school eligibility and geographical reach**

7. The Provider will ensure that the new Programme delivery will focus on secondary schools under the following broad criteria:

- Schools above the national average for disadvantaged pupils, and
  - Schools below the national average for attainment levels.
8. The Provider will focus exclusively on schools in challenging circumstances that meet the following criteria;
- a. Ever 6 Free School Meals (FSM) of 50% or more; or
  - b. Ever 6 FSM of 25 – 50% AND fewer than 60% of disadvantaged pupils achieving 5A\*-C GCSE (Including English and Maths)/ or where the school is below the 'progress 8' measure of -0.51; or
  - c. Fewer than 40% of pupils gain 5A\*-C GCSE (Including English and Maths) or the school is below the 'progress 8', measure of 0.51.
9. The eligibility criteria will be subject to review no later than 2 months prior to the recruitment phase for each cohort.
10. Where demand is high, the Provider will prioritise schools furthest from the national average of FSM and attainment indices, particularly schools where disadvantaged pupils are progressing behind other pupils (using the English and Maths Value Added scores). For schools with few disadvantaged pupils, consideration should be given to the 3-year rolling average of the attainment of their disadvantaged pupils.
11. The Provider will be expected to liaise regularly with NCTL on geographical coverage and will provide details on how they will positively engage all secondary schools to ensure a balanced spread across geographical locations. NCTL reserves the right to specify the geographical coverage of the Programme at any time during the contract period.
12. The Provider will develop and demonstrate a national approach to recruiting schools and participants, particularly addressing coverage of urban, rural and coastal areas, outside some of the previously well-supported conurbations such as London and Manchester. The Provider will also recruit from local clusters of schools in order to have maximum impact on pupil performance across more than one setting.

#### **Section 4: Participant eligibility and numbers**

13. The Programme should be available to individuals or groups of individuals in challenging secondary schools who:
- Are in an established middle leadership role with responsibility for at

least two members of staff.

- Have scored 'good' or 'outstanding' in their last two lesson observations, either by Ofsted or as part of a recent in-school performance management process.
- Are successful in a robust assessment process designed to identify those with high leadership potential.

14. Participants will be expected to commit to staying within their current school for the duration of the Programme to maximise impact for the most challenging secondary schools and their pupils. Retention of participants on the programme will be very important and the Provider will ensure that there are necessary mechanisms in place to secure participant commitment to completing the Programme in full.

15. The Provider will be responsible for the attraction of participants and for managing all the recruitment process to secure appropriate participants to undertake the Programme.

16. NCTL will support the Provider to promote the Programme in line with NCTL and DfE guidelines. The Provider's marketing plan (Appendix 6) will be subject to formal DfE clearance processes to ensure value for money prior to any activity being undertaken. NCTL expects that the Provider will undertake appropriate low/no cost and creative marketing strategies to meet the KPI's for the Programme, in line with their proposed marketing plan (Appendix 6).

17. Guidance for the review and monitoring of marketing activity will be discussed particularly during the recruitment window (September – May) and agreed throughout the contract term as part of the contract review process set out in Schedule 6. The Provider will monitor equalities information on participants, helping to attract participants from a range of backgrounds by ensuring fair access to the Programme. The Provider will ensure that they recruit the most talented middle leaders to undergo this leadership development programme.



**Table 1: Participant numbers (existing and new cohorts)**

Academic year cohort	Scope of programme delivery	Number of trainees	Start date	End date
<b>Existing cohort</b>				
2015/17	Delivery of the second year of existing programme	510	Aug 2016	Jul 2017
<b>New cohorts</b>				
2016/18	Recruitment	400	Mar 2016	Jun 2016
	Year 1 and 2 delivery		Aug 2016	Jul 2018
2017/19	Recruitment	770	Sept 2016	Jun 2017
	Year 1 and 2 delivery		Aug 2017	Jul 2019
<b>Additional Cohort (subject to direction from NCTL)</b>				
2018/20	Recruitment	610	Sept 2017	Jun 2018
	Year 1 and 2 delivery		Aug 2018	Jul 2020

**Section 5: Quality and impact**

18. It is important that this investment in high potential middle leaders leads to a high quality experience for participants and consequently to positive outcomes for pupil achievement as a direct result. The Provider will have clear plans to ensure quality and track impact for both elements of the requirement.

19. The Provider will:

- Deliver the HPML redesigned programme of approx. 30+ days to a minimum of 1170 participants over two, 2-year cohorts, with the possible additional cohort of 610 participants, subject to continued Government support and funding.
- Deliver the HPML current programme to approximately 510 'Year 2' participants (Section 9).
- Demonstrate over the lifetime of the contract, that the participants have achieved greater impact than for a suitable comparator group in any/all of the following:
  - a. Contributed to improved GCSE performance at their

- secondary schools.
  - b. Raised secondary schools out of or further from the secondary floor targets.
  - c. Shown accelerating pupil progress levels against the national average.
  - d. Raised the performance of the pupils within their area impact plan in comparison to others within the school.
  - e. Tackled closing the gap issues by reducing the tail of underachievement within schools.
  - f. Outperformed other middle leaders' results within their school or secondary federation.
- Ensure that delivery venues are accessible and of good quality. The Provider will consider the use of venues that re-invest money into the school system, where appropriate and reasonable for the purpose and numbers.
  - Ensure that their reach covers urban, rural and coastal areas.
  - Monitor and achieve satisfaction ratings that exceed 90% of the participants rating the programme good or above.
  - Recruit the best participants onto the Programme and engage them throughout so that retention and completion rates exceed 90%.
  - Track alumni career progress, reporting to NCTL on next stage promotions, and particularly appointments to SLT or headships.
  - Maintain accurate records of all successful and unsuccessful applicants to the Programme, including name, contact details and Teacher Reference Number (TRN) for evaluation purposes.
  - Commit to monthly contract review meetings with NCTL and a detailed annual review meeting. The Provider will prepare all necessary documentation requested by NCTL to support these meetings, including but not limited to a monthly programme report, a monthly risk log and a monthly finance report. A review of KPIs and a financial assessment will form part of the annual review meeting.
  - Produce an annual report (for discussion with NCTL) that summarises progress and impact of the programme and sets out plans for improving the Programme for the next cohort.

- Work with NCTL to develop a clear Exit Strategy from the Programme. A first draft of the Exit Strategy should be completed and returned to NCTL no later than 31 July 2016. Our desire is for the programme to become school-led and not require on-going public funding.

20. The Provider will need to update their quality and impact strategy on an annual basis, ensuring their approach to sustaining and improving high quality leadership development experiences is current and appropriate.

21. The Provider will need to work in collaboration with NCTL and any external organisation in respect of any independent evaluation of the programme and its impact. The Provider will be expected to share all relevant data in a timely manner to ensure the completion of any independent evaluation within agreed timescales.

## **Section 6: Implementation and delivery timescales**

22. This Programme for high potential middle leaders will need to be delivered within demanding timescales. The Provider will be responsible for activities which include, but are not limited to:

- Recruiting participants from eligible schools for the 2016/18 cohort on the new Programme with immediate effect.
- Commencing delivery of the new Programme to 2016/18 cohort in August 2016.
- Commencing delivery of the second year of the current programme to the existing 2015/17 cohort in August 2016 (Section 9)
- Have plans in place for subsequent recruitment and delivery rounds to ensure delivery of the second cohort from August 2017 (Appendix 3).
- Considered and planned for the subsequent recruitment and delivery rounds to an additional cohort from September 2017 to July 2020 should NCTL exercise its right under the Contract to request it.

23. The Provider will regularly update the project implementation/project plan (Appendix 3). This will outline any key dependencies and reflect key dates within the school year such as GCSE examinations and geographically different holiday periods.

24. The Provider will also update their Risks and Issues Register (Appendix 7), for review at monthly contract meetings, which will include the key risks to

this work, the impact of risks identified and proposed mitigations. NCTL will expect the Provider to escalate any risk/issues which may arise, to NCTL contract managers within agreed timescales to avoid any impact to the delivery of the Programme.

## **Section 7 – New Programme delivery model**

25. The new Programme delivery model for which the Provider will be responsible:

- Comprises 31 days of intensive, rigorous development delivered over 2 years.
- Offers individual coaching, delivered remotely with optional face to face sessions, and training to participants to lead teams with confidence and transform pupil outcomes (Table 2).
- Centres on an Area Impact Plan (AIP), a challenging leadership project where participants set and track progress towards pupil impact goals within their area of responsibility (Table 2).
- Includes a mandatory 'Mastery' research project in year 2, to build participants' research skills and complement the Area Impact Plan.
- Validates all graduates with an end of programme assessment viva. This is a one-hour interview, conducted by current school leaders, where participants will be asked to demonstrate and evidence the improvements they have made to pupil progress.
- Minimises the cost of covering absent teachers with all training taking place outside of school hours, with the exception of an induction day, which will take place in July of each year of the contract term.

## **Glossary of key staff included in Tables 2 and 3**

- Chief Executive Officer (CEO)
- Dean, Leadership Faculty (DLF)
- External Relations Director (ERD)
- Finance and Operations Director (FOD)
- Programmes Director (PD)
- Associate Director People (ADP)
- Schools and Regions Director (SRD)
- Regional Directors (RDs)

- Heads of Training (HoTs)
- Lead Coaches (LCs)
- Programme Experience Manager regional teams (PEMs)
- School Relation Manager regional teams (SRMs)
- Coaches
- Facilitators

**Table 2: New Programme delivery model for cohorts 2016/18 and 2017/19**

Section	Area	Description	Key staff
<b>Pre-programme</b>	Delivery assumptions	<p>The Provider will work with NCTL to review the eligibility criteria annually in order to use the most recent school performance data, such as Progress 8 and rolling 3-year averages to identify schools with significant socio-economic deprivation, achievement gap or underperformance.</p> <p>The Provider will also be expected to liaise with NCTL on geographical coverage and NCTL reserves the right to specify the geographical coverage of the programme at any time during the contract period.</p> <p>Schools will apply to join a two-year programme. The eligibility criteria for schools are:</p> <ul style="list-style-type: none"> <li>• Ever 6 Free School Meals (FSM) of 50% or more; or</li> <li>• Ever 6 FSM of 25 – 50% AND fewer than 60% of disadvantaged pupils achieving 5A*-C GCSE (Including English and Maths)/ or where the school is below the 'progress 8' measure of -0.51; or</li> <li>• Fewer than 40% of pupils gain 5A*-C GCSE (Including English and Maths) or the school is below the 'progress 8', measure of 0.51.</li> </ul>	CEO, SRM, PLAD
	Marketing	<p>The marketing strategy will focus on three key areas:</p> <ol style="list-style-type: none"> <li>1) Maintaining the high re-nomination rates in existing schools</li> <li>2) Focussing growth on geographically under-represented schools</li> <li>3) Marketing directly to middle leaders rather than headteachers</li> </ol> <p>The Provider will use and develop a low/no-cost national marketing campaign to create greater awareness of the HPML Secondary programme. This</p>	SRD, ERC, SRMs, RDs, PLAD

		<p>will include, but will not be limited to:</p> <ul style="list-style-type: none"> <li>• Building relationships with national partners.</li> <li>• Generating profile in national and regional press.</li> <li>• Hosting large-scale national events with high-profile speakers.</li> <li>• Hosting a series of targeted regional events, using HPML alumni as speakers and advocates.</li> <li>• Keeping key influencers informed through 6 targeted newsletters (distribution: 2,000).</li> <li>• Using social media, website and microsite to reach new audiences.</li> <li>• Promotion via no-cost communication channels trusted by school leaders, e.g. websites, newsletters and networks of organisations across the sector, including NCTL, ASCL, NAHT, Teach First and Future Leaders</li> <li>• Publishing case studies of secondary participants and schools, to provide evidence of the quality, reach and impact of the programme.</li> </ul>	
	Selection	<p>Participant selection</p> <p>Participants will be assessed against 11 competencies, developed by [REDACTED] for NCTL and the Provider will use a 3-stage model for selection:</p> <ol style="list-style-type: none"> <li>1) Online application form</li> <li>2) Headteacher support form</li> <li>3) Assessment centre selection – to feature an in-depth interview and presentation activity</li> </ol> <p>At all stages, the Provider will use standard and senior assessors. At stages 1 and 2, standard assessors will mark online applications and senior assessors will QA a 20% sample.</p> <p>At stage 3, standard assessors will review the activities. Senior assessors will manage the assessment centres, QA activities and moderate scoring discussions. Candidates will be observed by a minimum of two trained assessors and activities will be recorded for QA sampling and validation in case of appeal.</p> <p>Assessor selection</p> <p>25% of assessors at stage 3 will be school leaders and they will be required to attend and pass two days of</p>	CEO, ADI PLAD

		<p>■■■■■ training. School leader assessors will also commit to two days assessing for free in Year 1 as repayment for training.</p> <p>School Recruitment</p> <p>The Provider will run three recruitment windows throughout the year:</p> <ol style="list-style-type: none"> <li>1) Window 1 (pre-Christmas deadline): partner schools who renominate and leads from the previous year</li> <li>2) Window 2 (Easter deadline): new schools in existing areas and schools in new priority areas</li> <li>3) Window 3 (May half-term): final deadline prior to May resignation deadline</li> </ol> <p>The Provider will have one reserve deadline (Window 4) after May half-term to allow headteachers to nominate middle leaders who are new to role.</p>	
<b>Year One</b>	Induction event	A twilight event facilitated by the Provider.	PD, DLF, HoTs, PEMs, Coaches
	Residential	<p>A 5 day residential to be held at the start of Year 1. This event will be integrated with the residential for HPML Primary Participants, to encourage cross-phase networking. The residential will include world-class training, keynotes and experimental event.</p> <p>An alternative residential event will be held in early September for those that are unable to attend in August.</p>	PD, FOD, DLF, HoTs
	Area Impact Plan	<p>The Area Impact Plan (AIP) is a leadership project aimed at improving leadership, teaching quality, pupil progress and behaviour across all departments and/or key stages that fall under the participant's responsibility. The AIP will focus on whole area improvement in order to drive and embed sustained impact. Senior leaders will approve participant AIPs.</p> <p>Participants will begin work on their AIP immediately following the Year 1 Residential and will complete their project by the end of the Programme.</p> <p>The AIP will be assessed at three points through the viva:</p>	PD, FOD, PEMs

		<p>1) Baseline: 30 minute initial interview at the first Challenge Day to validate overall judgements of the participant's area of responsibility at the start of the programme.</p> <p>2) Mid-point: formative viva assessed through an in-school meeting with the school's senior leadership team, to evaluate progress to date and any areas for improvement.</p> <p>3) End of programme: summative 60-minute assessment by an external school leader assessor, collecting information on the middle leaders' impact and the validity of their outcomes and impact against a viva framework.</p> <p>The AIP will become the central mechanism for collecting data on pupil impact and participant development. It will be monitored every month by Programme Experience managers (PEMs) and coaches. Data analysis for the participants' AIPs and viva judgements will be stored on the online Portal, hosted by Salesforce.</p>	
	Challenge Days	<p>There will be 3 face to face Challenge Days held regionally in Year 1.</p> <p>The first Challenge Day in Year 1 will include the baseline viva. An additional Challenge Day will be offered to participants in their first middle leadership role.</p>	PD, DLF, HoTs, PEMs, Facilitators
	Evening seminars	5 evening seminars will be held in Year 1 of the Programme.	PD, DLF, HoTs, PEMs, Facilitators
	Coaching sessions	<p>Participants will receive 7 coaching sessions in Year 1 of the Programme, to be delivered remotely via Skype/phone. As part of the Year 1 Residential, participants will meet their coach and have the option of an initial, face to face coaching session.</p> <p>The last coaching session of Year 1 will be followed by a mid-programme review meeting with the participant, coach, Headteacher and in-school liaison (ISL).</p>	CEO, ADF SRD, RDs PEMs, PD
<b>Year Two</b>	Mid-year Residential	<p>A residential weekend will be held at the start of Year 2. This residential will introduce the mastery project and prepare participants for the work and impact expected from Year 2.</p>	PD, DLF, PEMs, HoTs, LCs Coaches, RDs, CEC



# High Potential Middle Leaders (Secondary) Contract - RD1043

	Mid-point review	Review meetings held between the In-School Liaison, Coach, Headteacher and participant to review progress and prepare for Mastery project.	PD, DLF, LCs, Coaches
	Challenge Days	There will be 2 face to face Challenge Days held regionally in Year 2.  Year 2 Challenge Days will be used to practice for assessment vivas and peer challenge mastery projects.	PD, FOD, PEMs
	Evening seminars	4 evening seminars will be held in Year 2 of the Programme.	PD, DLF, HoTs, PEMs, Facilitators
	Coaching sessions	Participants will receive 7 coaching sessions in Year 2 of the Programme, to be delivered remotely via Skype/phone.	CEO, ADF SRD, RDs PEMs, PD
	Mastery project	<p>This will be an action research project in Year 2, that will build participants' research skills and complement the AIP. Participants will implement and evaluate their interventions, share ideas within the network and test new approaches with peers. Participants will publish their research project at the end of Year 2, generating evidence and contributing to practioner-led research.</p> <p>The [REDACTED] will aggregate the analyses, which will be shared and disseminated at an end of programme conference and to the wider system through the TL Portal.</p> <p>[REDACTED] will design the project and train participants on how to undertake and disseminate their research project. The IoE will ensure that the mastery project is integrated with the AIP.</p>	PD, DLF, FOD, CEC PEMs
	Viva	<p>A final summative assessment viva will be used to assess whether graduates have implemented their AIP and validate their status as excellent middle leaders. This will be a one hour interview, conducted by current school leaders, where the middle leader will demonstrate and evidence the improvements they have made to pupil progress, leadership, quality of teaching and behaviour. A performance viva framework will be used for assessment.</p> <p>Participants who do not meet the criteria will be given the option of reassessment following a further period of self-directed development.</p>	PD, DLF, LCs, Coaches

	Graduation	Sponsored graduation ceremonies will take place in November following the end of Year 2.	PD, DLF, PEMs, HoTs, LCs Coaches, RDs, CEO
	Alumni network	On passing their viva, participants will become part of a supportive alumni network. The Provider will introduce a new Impact Extension Year directly after the programme so that participants can continue working towards extended impact goals for their pupils. Participants will receive support and challenge from their Peer Learning Groups and the wider network. They will also be given the opportunity to present their impact through a final report.	
Ongoing	Support	<p>The provider will maintain three areas of support to increase support and retention:</p> <ol style="list-style-type: none"> <li>1) Coach and Programme Experience Manager: to provide participants with a personal point of contact to discuss any issues or challenges while on the programme.</li> <li>2) Network and alumni: use JPD groups to encourage peer support and buddy alumni with current participants to support them with impact.</li> <li>3) Senior leadership: schools will appoint an in-school liaison (ISL) to support participants. Training will be offered to ISLs and Senior Leadership Team support will be gained through their involvement in the AIP and mid-point assessment. The Provider will also provide SLT with copies of a handbook written by [REDACTED] on how senior leaders can maximise their middle leadership team.</li> </ol>	ADP, RDs PEMs, PD
	Online training modules	<p>Nine skills-based online modules will be offered via an online learning site. Participants will take a number of core learning modules and select additional modules, based on discussions with their coach and according to their Leadership Competency Framework (LCF) 360 assessment.</p> <p>[REDACTED] the Open University's distance learning company, will support the creation of an online learning site. This will build on the current platform and support the design of blended learning, sharing and dissemination of participant and Programme content.</p>	DLF, PD, FOD, CEC PEMs
	Peer Learning	To be delivered via online protocols and through	DLF, PD,

	Groups	Challenge Day integration.	HoTs
	Accreditation	<p>The Provider will offer a range of options for participants to gain nationally recognised qualifications on the programme.</p> <p>These will include:</p> <ul style="list-style-type: none"> <li>• NPQML – whilst completion of either one or two years of the TL programme will not necessarily provide NPQML accreditation, elements of the programme (including evidence from AIP) can be used to support NPQML assessment. In order to support the wider market, participants will be signposted to other providers (or, where appropriate, to the Provider for TL Secondary) for completion of that qualification.</li> <li>• Post-graduate qualifications – The Provider works with a group of four University partners to offer post-graduate qualifications in Educational Leadership, which enhance the HPML Secondary Programme – for example, using the AIP content as the basis for dissertations. Whilst these add-ons are funded separately by individuals or schools, they are offered at a discounted rate through the Provider's negotiation with the Universities.</li> <li>• Participants can gain 30 masters credits from the [REDACTED] through completion of the Independent Study Module alongside their Mastery project.</li> <li>• Chartered Management Institute (CMI) coaching qualification.</li> </ul>	PD, DLF. HoTs

## Section 8: Geographical reach of the existing cohort 2015/17 on the current Programme

26. The Provider will also deliver the Year Two programme to existing cohort 2015/17 participants in the following geographical areas:

- North East – 45 participants
- North West – 130 participants
- Yorkshire and Humber – 65 participants
- East Midlands – 15 participants
- West Midlands – 75 participants
- East of England – 35 participants

- London – 100 participants
- South East – 45 participants

The Provider will be aware that the the number of participants in each region are subject to change and therefore be able to flex as required.

## Section 9: Current Programme delivery model to existing cohort 2015/17

**Table 3: Programme delivery model for existing cohort 2015/17**

<b>Year Two</b>	<b>Mid-year Residential</b>	A residential weekend will be held at the start of Year 2. This residential will introduce the mastery project and prepare participants for the work and impact expected from Year 2.	PD, DLF, PEMs, HoTs, LCs Coaches, RDs, CEO
	<b>Mid-point review</b>	Review meetings held between the In-School Liaison, Coach, Headteacher and participant to review progress and prepare for Mastery project.	PD, DLF, LCs, Coaches
	<b>Challenge Days</b>	There will be 2 face to face Challenge Days held regionally in Year 2.  Year 2 Challenge Days will be used to practice for assessment vivas and peer challenge mastery projects.	PD, FOD, PEMs
	<b>Evening seminars</b>	4 evening seminars will be held in Year 2 of the Programme.	PD, DLF, HoTs, PEMs, Facilitators
	<b>Coaching sessions</b>	Participants will receive 7 coaching sessions in Year 2 of the Programme, to be delivered remotely via Skype/phone.	CEO, ADF SRD, RDs PEMs, PD
	<b>Mastery project</b>	This will be an action research project in Year 2, that will build participants' research skills and complement the AIP. Participants will implement and evaluate their interventions, share ideas within the network and test new approaches with peers. Participants will publish their research project at the end of Year 2, generating evidence and contributing to practioner-led research.  The [REDACTED] will aggregate the analyses, which will be shared and disseminated at an end of programme conference and to the wider system through the TL Portal.  The [REDACTED] will design the project	PD, DLF, FOD, CEC PEMs

		and train participants on how to undertake and disseminate their research project. The ■■■ will ensure that the mastery project is integrated with the AIP.	
	Viva	<p>A summative assessment viva will be used to assess whether graduates have implemented their AIP and validate their status as excellent middle leaders. This will be a one hour interview, conducted by current school leaders, where the middle leader will demonstrate and evidence the improvements they have made to pupil progress, leadership, quality of teaching and behaviour. A performance viva framework will be used for assessment.</p> <p>Participants who do not meet the criteria will be given the option of reassessment following a further period of self-directed development.</p>	PD, DLF, LCs, Coaches
	Graduation	Sponsored graduation ceremonies will take place in November following the end of Year 2.	PD, DLF, PEMs, HoTs, LCs, Coaches, RDs, CEO
	Alumni network	<p>On passing their viva, participants will become part of a supportive alumni network. The Provider will introduce a new Impact Extension Year directly after the programme so that participants can continue working towards extended impact goals for their pupils.</p> <p>Participants will receive support and challenge from their Peer Learning Groups and the wider network. They will also be given the opportunity to present their impact through a final report.</p>	
Ongoing	Support	<p>The provider will ensure continuity of delivery and impact for existing participants of the 2015/17 cohort with the following support:</p> <ul style="list-style-type: none"> <li>Retaining key relationships: participants will keep their coach who is central in providing personal support and continuity of impact on pupil achievement. The Provider will also maintain relationships with the participant's school.</li> <li>Using existing online systems: 2015 participants will continue to use the same online platforms which store data and monitor their Impact Initiatives, analyse pupil progress data and share this information with their ISL and coach. Fellows will see their progress from start to finish on the 360 LCF.</li> <li>Introducing elements of the New programme model:</li> </ul>	ADP, RDs, PEMs, PD

		<p>participants will undertake the mastery project and viva, so that they benefit from the new programme initiatives</p> <ul style="list-style-type: none"> <li>Accessing the alumni network: participants can leverage and join the existing network of 400 alumni, for buddying/mentoring and for joining subject networks after completing the programme .</li> </ul>	
	Peer Learning Groups	To be delivered via online protocols and through Challenge Day integration.	DLF, PD, HoTs
	Accreditation	<p>The Provider will offer a range of options for participants to gain nationally recognised qualifications on the programme.</p> <p>These will include:</p> <ul style="list-style-type: none"> <li>NPQML – whilst completion of either one or two years of the TL programme will not necessarily provide NPQML accreditation, elements of the programme (including evidence from AIP) can be used to support NPQML assessment. In order to support the wider market, participants will be signposted to other providers (or, where appropriate, to the Provider for TL Secondary) for completion of that qualification.</li> <li>Post-graduate qualifications – The Provider works with a group of four University partners to offer post-graduate qualifications in Educational Leadership, which enhance the HPML Secondary Programme – for example, using the AIP content as the basis for dissertations. Whilst these add-ons are funded separately by individuals or schools, they are offered at a discounted rate through the Provider's negotiation with the Universities.</li> <li>Participants can gain 30 masters credits from the [REDACTED] through completion of the Independent Study Module alongside their Mastery project.</li> <li>Chartered Management Institute (CMI) coaching qualification.</li> </ul>	PD, DLF, HoTs

## Section 10: Resource

27. The Provider has confirmed that the resources identified in its resource structure for the delivery of this contract contains a mix of fixed term and permanent contracted staff. Should there be any revision to this, the Provider will inform the NCTL in writing as soon as possible.

## Section 11 - Contract Term

28. This contract will be for an initial period (Initial Term) of 41 months from 23 May 2016 to 30 September 2019 and will cover the following core elements:

- Delivery of 2016/18 recruitment commencing with immediate effect and concluding June 2016.
- Delivery of existing year 2 programme commencing August 2016 and concluding July 2017.
- Delivery of 2016/18 programme commencing August 2016 and concluding July 2018.
- Delivery of 2017/19 recruitment commencing September 2016 and concluding June 2017.
- Delivery of 2017/19 programme commencing August 2017 and concluding July 2019.
- An exit period of up to 8 weeks at the cohort end. (Up to September 2019).

29. NCTL may also require the recruitment and delivery of an additional cohort (subject to satisfactory performance) ("2018/ 2020 cohort") covering the period September 2017 to August 2020 as described in Section 2. Should this option be exercised, recruitment for this additional cohort would commence in September 2017 with delivery to participants starting in September 2018 and concluding in July 2020.

30. Should delivery of a further 2018/20 cohort be required, NCTL will give the Provider no less than six months' notice prior to the start of recruitment (i.e. March 2017, subject to all NCTL approvals and Ministerial agreement) and the Contract will be extended from expiry of the Initial Term, for a further period of 12 months (time) until September 2020, to accommodate the delivery of the 2018/20 cohort.

**31. Any additional cohort will be subject to the continued support and funding by government and the satisfactory delivery of the programme and its outcomes.**

**Schedule 2**

**Terms and Conditions**

**CONTENTS**

**CLAUSE**

<b>1</b>	<b>INTERPRETATION</b>	<b>26</b>
<b>2</b>	<b>THE SERVICES</b>	<b>38</b>
<b>3</b>	<b>CHARGES</b>	<b>41</b>
<b>4</b>	<b>AUDIT AND MONITORING</b>	<b>42</b>
<b>5</b>	<b>COLLABORATIVE OBLIGATIONS</b>	<b>43</b>
<b>6</b>	<b>ADDITIONAL PROVIDER OBLIGATIONS</b>	<b>44</b>
<b>7</b>	<b>NCTL OBLIGATIONS</b>	<b>44</b>
<b>8</b>	<b>INTELLECTUAL PROPERTY</b>	<b>45</b>
<b>9</b>	<b>TRAINING CONSORTIA</b>	<b>49</b>
<b>10</b>	<b>DATA HANDLING and SECURITY</b>	<b>50</b>
<b>11</b>	<b>NCTL DATA</b>	<b>50</b>
<b>12</b>	<b>TERM AND TERMINATION</b>	<b>50</b>
<b>13</b>	<b>TUPE REGULATIONS</b>	<b>55</b>
<b>14</b>	<b>CHANGE CONTROL</b>	<b>57</b>
<b>15</b>	<b>PERSONNEL AND SUB-PROVIDERS</b>	<b>57</b>
<b>16</b>	<b>TAX AND VAT INDEMNITY</b>	<b>59</b>
<b>17</b>	<b>EQUALITY AND DIVERSITY</b>	<b>61</b>
<b>18</b>	<b>ASSIGNMENT AND SUPPLY CHAIN RIGHTS</b>	<b>62</b>
<b>19</b>	<b>ENTIRE AGREEMENT</b>	<b>64</b>



<b>20</b>	<b>DISPUTE RESOLUTION</b>	<b>64</b>
<b>21</b>	<b>NO PARTNERSHIP</b>	<b>65</b>
<b>22</b>	<b>VARIATION</b>	<b>65</b>
<b>23</b>	<b>WAIVER</b>	<b>65</b>
<b>24</b>	<b>FORCE MAJEUR</b>	<b>65</b>
<b>25</b>	<b>WARRANTIES AND REPRESENTATIONS</b>	<b>65</b>
<b>26</b>	<b>LIABILITY</b>	<b>66</b>
<b>27</b>	<b>NOTICES</b>	<b>68</b>
<b>28</b>	<b>CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999</b>	<b>69</b>
<b>29</b>	<b>COUNTERPARTS</b>	<b>69</b>
<b>30</b>	<b>PUBLICITY AND PROMOTION OF OTHER ACTIVITIES</b>	<b>69</b>
<b>31</b>	<b>FURTHER ASSURANCE</b>	<b>69</b>
<b>32</b>	<b>CONFLICTS OF INTEREST</b>	<b>70</b>
<b>33</b>	<b>PREVENTION OF CORRUPTION</b>	<b>71</b>
<b>34</b>	<b>OFFICIAL SECRETS ACTS AND FINANCE ACT 1989</b>	<b>72</b>
<b>35</b>	<b>CONFIDENTIALITY</b>	<b>72</b>
<b>36</b>	<b>FREEDOM OF INFORMATION</b>	<b>74</b>
<b>37</b>	<b>TAX COMPLIANCE</b>	<b>75</b>
<b>38</b>	<b>RETENDERING AND HANDOVER</b>	<b>75</b>
<b>39</b>	<b>EXIT MANAGEMENT AND PROCEDURES</b>	<b>76</b>
<b>40</b>	<b>GOVERNING LAW AND JURISDICTION</b>	<b>78</b>

## 1. INTERPRETATION

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

<b>"Area"</b>	the geographical area within England in respect of which the Provider is appointed to provide the Services, as set out in <b>Schedule 1</b> (Statement of Requirement).
<b>"Associated Company"</b>	any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. "Holding company" and "subsidiary" will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.
<b>"Board" or "Project Board"</b>	the board to be established by the NCTL in accordance with <b>Schedule 6</b> (Governance, Reporting and Change Control) to manage the relationship between the NCTL and the Provider under this Contract.
<b>"Board Member"</b>	A person appointed to the Project Board by either of the parties hereto in accordance with <b>Schedule 6</b> (Governance, Reporting and Change Control)
<b>"Business Days"</b>	Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England
<b>"Change"</b>	as defined in the Change Control Procedure
<b>"Change Control Procedure"</b>	the change control procedure specified in <b>Schedule 6</b> for making changes to this Contract
<b>"Change Estimate"</b>	as defined in the Change Control Procedure
<b>"Change Response"</b>	as defined in the Change Control Procedure
<b>"Charges"</b>	the fees subject to <b>clause 3</b> payable to the Provider for the provision of any Services (the fees, if any, payable for those Services being described in, and / or calculated in accordance with, <b>Schedule 3</b> (Financials and Invoicing) and / or the relevant Scoping Plan (as applicable))  is the information listed in <b>Schedule 12</b>

<p><b>"Commercially Sensitive Information"</b></p>	<p>(a) which is provided by the Provider to NCTL in confidence for the period set out in <b>Schedule 12</b>; and/or</p> <p>(b) that constitutes a trade secret.</p>
<p><b>"Confidential Information"</b></p>	<p>(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:</p> <p>(b) was public knowledge at the time of disclosure</p> <p>(c) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</p> <p>(d) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(e) is independently developed without access to the Confidential Information.</p>
<p><b>"Consortium Member"</b></p>	<p>each member of the consortium (if any) established by the Provider in accordance with <b>clause 9.1</b>, as may be amended pursuant to the provisions of <b>clause 9</b></p>
<p><b>"Contract"</b></p>	<p>this written agreements between NCTL and the Provider, together with the attached Schedules and appendices</p>
<p><b>"Contracting Authority"</b></p> <p><b>"NCTL"</b></p>	<p>any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006</p>

<b>"Data Handling Schedule"</b>	the applicable standard Data Handling Schedule of NCTL as referred to in <b>clause 10</b> , as updated by NCTL from time to time, the current version of which is available at such other as NCTL shall nominate for this purpose from time to time, and the applicable version of which as at the Effective Date is set out in <b>Schedule 10</b> (Data, Systems Handling and Security Schedule)
<b>"Deed of Adherence"</b>	"Deed of Adherence" a form of deed of adherence under which each Consortium Member shall covenant to the Provider and NCTL to adhere, so far as is applicable, to the obligations of the Provider under this Contract in either the form set out in <b>Schedule 13</b> (The Provider's Solution) or in any other form approved by NCTL in writing.
<b>"Designated Information Systems"</b>	any information systems notified to the Provider from time to time by NCTL which NCTL requires the Provider to use in connection with the Services
<b>"Dispute"</b>	any dispute or difference between the Parties in respect of or arising out of this Contract
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.
<b>"Effective Date"</b>	Monday 23 May 2016
<b>"EIR"</b>	the Environmental Information Regulations 2004 (SI2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
<b>"Employment Liabilities"</b>	all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards,

	<p>demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:</p> <p>(1) the employment and dismissal of employees (including their health and safety at work); and</p> <p>(2) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),</p> <p>and all wages, holiday pay and employment benefit costs due in respect of (1) or (2) above, including for the avoidance of doubt claims for protective awards</p>
<b>"Exit Plan"</b>	as detailed in <b>clause 39.2.</b>
<b>"Extended Period"</b>	as defined in <b>clause 12.1 A</b>
<b>"FOIA"</b>	means 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.
<b>"Force Majeure"</b>	<p>any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:</p> <p>(a) any industrial action occurring within the Provider's or any of its Sub-Provider's organisation, or otherwise involving the Provider Personnel; or</p> <p>(b) the failure by any Sub-Provider of the Provider to perform its obligations under any sub-contract</p>

<b>“Good Industry Practice”</b>	standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
<b>“Good Industry Standard”</b>	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timelines as would be expected from a leading company within the relevant industry or business sector.
<b>“Implementation Plan”</b>	the plan and time schedule for the completion of the obligations of the Provider under this Contract as specified <b>Schedule 5</b> (Implementation Plan) as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time
<b>“Initial Term”</b>	the period from the Effective Date to 30 September 2019.
<b>“Intellectual Property Rights”</b>	patents, inventions, trade-marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and / or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
<b>“IP Materials”</b>	any materials used or developed for the purposes of this Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs
<b>“IT Security Health Check”</b>	means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.

<b>“Key Performance Indicators”</b>	the key performance indicators in relation to the Services that the Provider is obliged to comply with, as set out in <b>Schedule 4</b> (KPIs, Service Levels and Service Credits)
<b>“Key Personnel”</b>	any of the Provider Personnel identified as such in Schedule 8 (Key Personnel) or otherwise identified as such by NCTL pursuant to <b>clause 15.11</b>
<b>“Key Sub-Provider”</b>	Any Sub-Provider identified as such in <b>Schedule 8</b> (Key Personnel and Key Sub-Provider) or otherwise identified as such by NCTL pursuant to <b>clause 15</b>
<b>“Law”</b>	All law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Contractor is bound to comply.
<b>“NCTL Data”</b>	as defined in <b>schedule 10</b> (Data, Systems Handling and Security).
<b>“NCTL Notice of Change”</b>	as defined in the Change Control Procedure in <b>Schedule 6</b>
<b>“NCTL Project Manager”</b>	the project manager appointed by the Provider from time to time in accordance with <b>Schedule 6</b> (Governance, Reporting and Change Control) for the day to day management of the Project
<b>“NCTL Security Standards”</b>	NCTL’s specification for Security that the Provider is required to deliver as set out in <b>Schedule 10</b> (Data, Systems Handling and Security Schedule)
<b>“NCTL IP Materials”</b>	as defined in <b>clause 8.15</b>
<b>“NCTL Trade Marks”</b>	proprietary trade mark rights of NCTL including, but not limited to, those notified to the Provider by NCTL from time to time
<b>“NCTL Premises”</b>	any premises owned by, leased or hired to or otherwise controlled by NCTL, or which NCTL

<p><b>"Occasion of Tax Non-Compliance"</b></p>	<p>nominates as such by notice in writing to the Provider</p> <p>(a) any tax return of the Provider 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:</p> <ul style="list-style-type: none"> <li>i. a relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li> </ul> <p>(b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 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 Commencement Date or to a civil penalty for fraud or evasion.</p>
<p><b>"Participants"</b></p>	<p>the individuals taking part in the Programme</p>
<p><b>"Performance Monitoring Report"</b></p>	<p>the monthly report prepared by the Provider in accordance with <b>Schedule 4</b> (KPIs, Service Levels and Service Credits)</p>
<p><b>"Programmes"</b></p>	<p>NCTL programmes identified and described in more detail in the Requirement.</p>
<p><b>"Prohibited Act"</b></p>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i. induce that person to perform improperly a relevant function or activity; or</li> <li>ii. reward that person for improper performance of a relevant function or activity;</li> </ul>



	<p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) an offence:</p> <ul style="list-style-type: none"> <li>i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;</li> <li>ii. under legislation or common law concerning fraudulent acts; or</li> <li>iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;</li> </ul> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.</p>
<b>"Project"</b>	[the performance by the parties of their respective obligations under this Contract
<b>"Project/Contract Manager"</b>	the NCTL Project Manager or the Provider Project Manager responsible for managing the Contract
<b>"Provider Notice of Change"</b>	as defined in the Change Control Procedure
<b>"Provider Personnel"</b>	the Provider's employees, agents, consultants Sub-Providers and providers and/or those of any of the Provider's Sub-Providers and Providers
<b>"Provider Project/Contract Manager"</b>	the project manager appointed by the Provider from time to time in accordance with <b>Schedule 6</b> (Governance, Reporting and Change Control) for the day to day management of the Project
<b>"Provider's Software System"</b>	the Provider's software used in the provision of the Services
<b>"Provider's Solution"</b>	the Provider's proposal submitted in response to the Invitation to Tender, attached at Schedule 13 (The Provider's Solution)

<b>"Quality Standards"</b>	the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Requirement
<b>"Quarter"</b>	a three month period, the first of which shall commence on the Effective Date
<b>"Recipients"</b>	Individuals, schools and other persons requesting directly from the Provider the provision of training by the Provider or any Consortium Member or the enrolment on a course or programme being run by the Provider or any Consortium Member where the training, course or programme is or forms part of the Programmes
<b>"Recipients' Charges"</b>	the fees payable to the Provider by the Recipients or the school or organisation for whom they work for the provision of training or the enrolment on a course or programme (these "Recipient's Fees", if any, being described in Schedule 3 (Financials and Invoicing))
<b>"Regulatory Body"</b>	a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the NCTL/DFE.
<b>"Relevant Conviction"</b>	a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

<b>"Requirement"</b>	the description of Services and the manner in which the same are to be provided, set out in <b>Schedule 1</b> (The Specification)
<b>"Returning Employees"</b>	those persons agreed by the Parties to be employed by the Provider (and/or any sub-contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.
<b>"Services"</b>	<p>the specific services described in the Requirement together with such of the following as may be required by NCTL from time to time:</p> <ul style="list-style-type: none"><li>a) the delivery and provision of the Programmes; and</li><li>b) the development of training programmes</li></ul>

<b>"Services Commencement Date"</b>	Monday 23 May 2016
<b>"Service Failure"</b>	any defect in or failure of all or any part of the Services which results in a failure to provide the affected Services in accordance with the Key Performance Indicators;
<b>"Service Failure Log"</b>	the hard copy and electronic version of the log created and maintained by the Provider as part of the Services in accordance with the requirements of <b>Schedule 4</b> (KPI's, Service Levels and Service Credits);
<b>"Service Period"</b>	<p>shall have the following meaning:</p> <p>(i) the first Service Period of this Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and</p> <p>(ii) after the first Service Period of this Contract a Service Period shall be a calendar month during this Contract save that the final Service Period of this Contract shall commence on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract;</p>
<b>"Service Credits"</b>	the service credits specified in <b>Schedule 4</b> which shall be payable to the NCTL by the Provider in the event that the Service Levels are not met in respect of Services.
<b>"Service Level"</b>	The levels of service defined in <b>Schedule 4</b> as a third party directly or indirectly contracted by the Provider (irrespective of whether such person is an Associated Company) whose services are used by the Provider (either directly or indirectly) in connection with the provision of the Services, and "sub-contract" shall be construed accordingly.
<b>"Staff"</b>	all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Sub-Contractors used in the

	performance of its obligations under the Contract.
<b>"Sub-Provider"</b>	"Sub-Provider" shall be construed accordingly.
<b>"Year of this Contract"</b>	the period from the Effective Date to 12 months following the Services Commencement Date and each successive period of 12 months during the continuance of this Contract (or such shorter period as is the period from the end of the penultimate Year of this Contract, or the Effective Date, (as applicable) to the date of its expiry or termination)

1.2 The following notes of construction and interpretation apply to each and every part of this Contract:

- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Contract which are in force prior to the date of this Contract.
- 1.2.2 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 1.2.3 the expression "Party" means a party to this Contract and "Parties" means both parties to this Contract.
- 1.2.4 the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.
- 1.2.5 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
- 1.2.6 any reference in this Contract to a clause, Schedule or Appendix is a reference to a clause, Schedule or Appendix of this Contract and references in any Schedule or Appendix to clauses relate to the clauses in that Schedule or Appendix.
- 1.2.7 the clause headings are included for convenience only and shall not

affect the interpretation of this Contract.

- 1.2.8 the Schedules, Appendices and recitals form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules, Appendices and recitals.
- 1.2.9 Recipient: any individual, school or any other person or organisation requesting Services directly from the Provider or any Consortium Member or enrolling on a course or programme provider by the Provider or Consortium Member where the course or programme is or forms part of the Programmes.
- 1.2.10 Recipient Charges: the fees payable by the Recipient to the Provider for the provision of the Services or enrolment on a course of programme provider by the Provider or Consortium Member where the course or programme is or forms part of the Programmes (the fees, if any, set out in Schedule 3 (Financials and Invoicing)).

## **2 THE SERVICES**

### **Programme delivery**

- 2.1 The Provider shall provide the Services in accordance with the Requirement and undertake and be responsible for all obligations of the Provider in respect of the Services identified in the Requirement, provided that the Provider shall not in any way be responsible or liable under this Contract for a failure to deliver the Services in accordance with its obligations under this Contract in so far as such failure arises as a result of a failure of NCTL to comply with its obligations under this Contract.
- 2.2 The Provider shall be responsible for the provision of the Programmes in the Area. The NCTL reserves the right at all times to appoint other providers for the Programmes in the Area.

### **Other services and obligations**

- 2.3 Additionally, the NCTL may from time to time request the provision of discrete elements of the Services by notice in writing to the Provider which the Provider shall then provide in accordance with the terms of this Contract. The NCTL's request shall specify its required time for performance, if relevant.
- 2.4 The Provider shall in performing its obligations under this Contract:
  - 2.4.1 conform to the requirements of the Requirement and the Provider's

Solution (to the extent such of the Provider's Solution remains relevant), or as otherwise agreed in writing between the Parties.

- 2.4.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the NCTL (including in connection with the provision of leadership development and courses using resources and materials and following formats and guidelines specified by the NCTL from time to time);
- 2.4.3 comply with Good Industry Practice;
- 2.4.4 ensure that the Services are provided by competent and appropriately trained personnel approved in writing by the NCTL;
- 2.4.5 comply with the Quality Standards;
- 2.4.6 comply with the Key Performance Indicators;
- 2.4.7 comply with the Implementation Plan;
- 2.4.8 make use of any Designated Information Systems in accordance with and subject to any licence terms notified in writing to the Provider by the NCTL from time to time (provided that the NCTL shall provide the Provider with at least 14 (fourteen) days written notice of any such licence terms prior to being required to comply with the same) and in accordance with the Requirement, but only for the purposes of performance of the Services. Further, in connection with its use of any Designated Information Systems the Provider shall keep secure and not disclose to any third party the log-in, password and any other security measures provided to it in relation to its use of any Designated Information Systems and shall, without prejudice to the generality of this **clause 2.4.8** and the provisions of **Schedule 10**, comply with all information security policies and guidelines from time to time notified to it by the NCTL;
- 2.4.9 in so far as is reasonably practicable, comply with any policies and procedures adopted by the NCTL from time to time within 14 (fourteen) days of the same being brought to the attention of the Provider in writing by the NCTL; and
- 2.4.10 comply with applicable law and any applicable codes of practice or governmental regulation. Without prejudice to the generality of the foregoing, the Provider shall:
  - 2.4.10.1 proactively monitor its compliance with all relevant legislation and

notify the NCTL of any legislative changes which shall impact upon the Provider's obligations in relation to the provision of the Services;

2.4.10.2 adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of its personnel, employees of the NCTL, the Participants and all other persons including members of the public;

2.4.10.3 comply with all safety, security, acceptable use and other policies of the NCTL from time to time notified to it and procure that the Provider Personnel also so comply;

2.4.10.4 comply with all relevant health and safety legislation; and

2.4.10.5 comply with all relevant disability discrimination legislation.

2.5 The NCTL may in connection with this Contract provide data and materials to the Provider and access to systems and databases (including any Designated Information Systems), for the purposes of providing the Services. Without prejudice to the foregoing and subject to **clause 2.4.8**, the Provider may use the same but only to the extent necessary to enable the Provider to provide the Services.

2.6 The NCTL cannot and will not guarantee to the Provider any volume of work under this Contract.

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

2.8 Any land or NCTL Premises made available from time to time to the Provider by the NCTL in connection with this Contract shall be made available to the Provider on a non-exclusive licence basis free of charge and shall be used by the Provider solely for the purpose of performing its obligations under this Contract. The Provider shall have the use of such land or NCTL Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract or the task in respect of which such land or NCTL Premises was made available. The Parties agree that there is no intention on the part of the NCTL to create a tenancy of any nature whatsoever in favour of the Provider or any of the Provider Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the NCTL retains the right at any time to use any NCTL Premises in any manner it sees fit.



### Step-in Rights

- 2.9 The parties shall comply with the provisions of **Schedule 9** (Step-in Rights) in relation to Step-in.

### 3 CHARGES

- 3.1 Except where otherwise expressly stated in this Contract, the only charges to be paid by the NCTL for the performance by the Provider of its obligations under this Contract shall be the Charges, which shall be inclusive of all costs and expenses incurred by the Provider in the performance of such obligations.
- 3.2 In consideration for the provision of the Services the NCTL shall pay the Charges in accordance with the **Schedule 3** (Financials and Invoicing), subject to receipt of correct invoices being issued by the Provider.
- 3.3 The Provider shall not be entitled to increase the Charges or any rates identified in **Schedule 3** (Financials and Invoicing) throughout the Initial Term and until the end date of any Extended Period or such earlier date of termination or partial termination of the Contract in accordance with the Law of the Contract.
- 3.4 The NCTL shall not be responsible for paying the Provider for the delivery of the Programmes other than payment of the Charges as specified in this **clause 3** and **Schedule 3** (Financials and Invoicing).
- 3.5 The Provider shall be entitled to claim from the Recipient the Recipient Charges for services provided to the Recipient under the Contract. The Provider shall not claim any other costs or expenditure from the Recipient other than the costs and expenditure set out in the Contract. The Provider is solely responsible for collecting the Recipient Charges and the NCTL shall not be responsible for reimbursing the Provider for any loss suffered as a result of any non-payment of the Recipient Charges. 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 Provider incurs in providing the Services to be provided by the Provider, and performing all other obligations of the Provider, under this Contract (unless expressly stated otherwise in this Contract).. The Provider should notify the NCTL of any direct VAT charges for the delivery of this Contract. The Provider 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. For the avoidance of doubt, unless otherwise stated all sums expressed as payable in this contract are stated net of VAT, and validly charged VAT will be payable on all sums in

addition to the sums stated, at the rate applicable at the time, upon receipt from the Provider of a valid invoice.

- 3.6 Payment of the Charges by the NCTL shall be without prejudice to any rights the NCTL may have by reason of any Services, or any part thereof, failing to comply with any provision of this Contract and any breach by the Provider of this Contract shall not be deemed to be accepted or waived by the NCTL by reason of such payment.
- 3.7 The NCTL reserves the right to deduct from or offset against any monies due or becoming due to the Provider under this Contract (including the Charges) any monies due from the Provider under this Contract or otherwise under any other agreement or account whatsoever.
- 3.8 If any sum properly due and payable under this Contract is not paid when due then the Party entitled to receive such sum shall be entitled to charge interest on that sum from the due date until payment is made in full, both before and after any judgment, subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank plc. The Parties agree that this **clause 3.8** is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. The Provider shall not, in the event of late payment or for any other reason (except to the extent set out in **clause 24**), be entitled to suspend performance of the Services or any of its other obligations under this Contract.

#### **4 AUDIT AND MONITORING**

- 4.1 The NCTL (or its authorised representatives) shall be permitted to visit any premises of the Provider, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Provider is conforming in all respects with its obligations arising under or in connection with this Contract and otherwise to monitor and quality assure the provision of the Services, subject to the NCTL giving reasonable notice to the Provider and any visit taking place during Normal Working Hours, or such other hours during which any of the Services are being provided. During such visits, the NCTL shall be entitled to inspect and take copies of such of the records of the Provider and any Consortium Member as relate to their performance of obligations arising under or in connection with this Contract. Where the NCTL reasonably considers that any provision of this Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under this Contract or otherwise:

- 4.1.1 require the Provider to produce a plan of remedial action in order to

remedy or remove such risk, which shall be subject to the approval of the NCTL (not to be unreasonably withheld) and which, once approved, the Provider shall implement; and

- 4.1.2 monitor, supervise, direct and / or guide the Provider's provision of the Services until the NCTL reasonably considers that any such risk has been remedied or removed. The Provider shall cooperate at all times with the NCTL in this regard.
- 4.2 Without prejudice to the generality of **clause 4.1**, if the Provider fails to comply with any provision of this Contract or the Provider fails to supply any of the Services in accordance with the provisions of this Contract and such failure is capable of remedy, then the NCTL may instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 (twenty one) days or such other greater period of time as the NCTL may direct.
- 4.3 Without prejudice to the generality of **clause 4.1** and the provisions of the Implementation Plan, the NCTL shall be entitled to review from time to time the progress of the Provider against the Implementation Plan. The Provider shall cooperate with the NCTL in this regard and provide any information and evidence reasonably required by the NCTL. The NCTL shall be entitled to instruct the Provider to take appropriate remedial action where the NCTL reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Provider shall take such remedial action.

## **5 COLLABORATIVE OBLIGATIONS**

- 5.1 Where the NCTL requests, the Parties shall during the continuance of this Contract work together on a collaborative basis to develop resources, materials and programmes in connection with the Programme(s). In particular and in furtherance of the purposes of this Contract, the Parties may:
  - 5.1.1 exchange research findings, publications, academic teaching resources and other written materials in their possession which relate to the Programme(s);
  - 5.1.2 develop collaborative research programmes in the Programme(s); and
  - 5.1.3 organise joint academic activities in the Programmes(s) including meetings, seminars, symposia or lectures, and conferences.

5.2 Save as expressly stated to the contrary elsewhere in this Contract, nothing in this Contract:

- 5.2.1 prevents or is intended to prevent either Party from collaborating or otherwise co-operating in the Programme(s) with any other person;
- 5.2.2 obliges or is intended to oblige a Party to disclose to the other all or specific materials in its possession relating to the Programme(s); or
- 5.2.3 is to be construed as an obligation on either Party to enter into any further agreement relating to any collaboration between the Parties.

## 6 ADDITIONAL PROVIDER OBLIGATIONS

In particular and in furtherance of the purposes of this Contract the Provider shall:

- 6.1 Keep the NCTL up to date with all progress in relation to the Services on a monthly basis and in such detail and format as is reasonably required by the NCTL;
- 6.2 Attend meetings at the NCTL's Premises to discuss the Services and events held by the NCTL from time to time, as and when reasonably requested by the NCTL;
- 6.3 Provide the NCTL with such baseline data and information as may be requested by the NCTL in order for the NCTL to monitor and analyse the provision of the Services including conducting comparative reviews against other service providers;
- 6.4 Comply with the reporting and governance requirements set out in **Schedule 6** (Governance, Reporting and Change Control); and
- 6.5 Undertake any other activities reasonably required by the NCTL in connection with the Services.

## 7 NCTL'S OBLIGATIONS

- 7.1 In particular and in furtherance of the purposes of this Contract the NCTL shall:
  - 7.1.1 comply with its responsibilities set out in **Schedule 7** (the NCTL's Obligations)
  - 7.1.2 exchange with the Provider research findings, publications, academic teaching resources and other written materials in its possession which relate specifically to the Services;
  - 7.1.3 provide a Project Manager who will be the point of contact between the NCTL and the Provider during the term of this Contract; and

- 7.1.4 work with the Provider in a “spirit of collaboration” in furtherance of the objectives of this Contract.

## **8 INTELLECTUAL PROPERTY**

### **8.1 All Intellectual Property Rights in IP Materials:**

- 8.1.1 furnished to or made available to the Provider by or on behalf of the NCTL (the “NCTL IP Materials”) shall remain the property of the NCTL; and

- 8.1.2 prepared by or for the Provider on behalf of the NCTL in connection with the Contract the "Service Specific IP Materials" and, together with the NCTL IP Materials, the "Programme IP Materials"), shall belong to the NCTL

- 8.2 Without prejudice to **clause 8.17**, the Provider shall not, and shall ensure that the Provider Personnel shall not, (except when necessary for the performance of this Contract) without prior written approval of the NCTL, use or disclose the Programme IP Materials or any Intellectual Property Rights in the Programme IP Materials for any purpose.

- 8.3 The Provider hereby assigns to the NCTL or undertakes to procure the assignment to the NCTL of all Intellectual Property Rights which may subsist in the Service Specific IP Materials. This assignment shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by or on behalf of the Provider and shall include, without limitation, an assignment to the NCTL of all rights arising in the United Kingdom and throughout the world for the whole term of protection together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Provider shall execute all documentation and do all other acts requested by the NCTL and necessary to execute and perfect this assignment and to otherwise evidence the NCTL’s ownership of such rights.

- 8.4 The Provider shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with this Contract or the performance of this Contract.

- 8.5 In the event that the Provider cannot procure an assignment by a third party of certain Intellectual Property Rights which may subsist in the Service Specific IP Materials in accordance with clause 8.3, the Provider shall use its reasonable efforts to procure that the third party owner of any Intellectual Property Rights that are or which may be needed to use and receive the full benefit of the Programme IP Materials [and NCTL Data] grants to the

NCTL a non-exclusive licence or, if itself a licensee of those rights and is able to do so under the terms of its licence, shall grant to the NCTL an authorised sub-licence, to use, reproduce, modify, develop and maintain the Service Specific IP Materials and the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the NCTL to sub-licence, transfer, novate or assign (in whole or in part) to other Contracting Authorities, the New Service Provider or to any other third party supplying services to the NCTL. The Provider shall in any event notify the NCTL of any third party Intellectual Property Rights to be used in connection with this Contract prior to the use of the same in connection with this Contract or the creation or development of the Service Specific IP Materials.

- 8.6 The Provider shall not be required to provide any licence to the NCTL in respect of the Provider's Software System other than to the extent and on the terms required by **clause 8.7**.
- 8.7 The Provider shall procure that any third party owner of the Provider's Software System grants to the NCTL a licence to use the Provider's Software System on similar terms to that granted to the Provider for the duration of the Contract and for a period of 6 months following expiry or termination of the Contract. The NCTL agrees that any reasonable fees due for the 6 month period of such licence following expiry or termination shall be at the NCTL's expense.
- 8.8 The Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services or otherwise performing its obligations under this Contract and the Provider shall indemnify and keep indemnified and hold the NCTL harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the NCTL may suffer or incur as a result of or in connection with any breach of this clause, except to the extent that any such claim arises from:
- 8.8.1 items or materials supplied by the NCTL; or
  - 8.8.2 the use of data supplied by the NCTL which is not required to be verified by the Provider under any provision of this Contract.
- 8.9 The NCTL shall notify the Provider in writing of any claim or demand brought against the NCTL for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Provider. The Provider shall promptly notify the NCTL in writing of any infringement by a third party of any Intellectual Property Right in the Programme IP Materials of which it becomes aware.

8.10 Where required by the NCTL, the Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied or licensed by the Provider to the NCTL, provided always that the Provider:

8.10.1 shall consult the NCTL on all substantive issues which arise during the conduct of such litigation and negotiations;

8.10.2 shall take due and proper account of the interests and concerns of the NCTL; and

8.10.3 shall not settle or compromise any claim without the NCTL's prior written consent (not to be unreasonably withheld or delayed).

Notwithstanding the above the NCTL shall be entitled to take any action it deems appropriate with respect to any such claim and where it directs the NCTL shall have exclusive control of such claim. Where the NCTL takes action the Provider shall at the request of the NCTL afford to the Provider all reasonable assistance to the NCTL for the purpose of contesting any such claim.

8.11 The NCTL shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the NCTL or the Provider by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Provider's obligations under this Contract subject to the Provider indemnifying the NCTL on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not, however, be required to indemnify the NCTL in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action to the extent relating to the matters in **clause 8.8.1 and 8.8.2.**

8.12 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the NCTL and, at its own expense and subject to the consent of the NCTL (not to be unreasonably withheld or delayed), use its best endeavours to:

8.12.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions

of this clause 8 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or

- 8.12.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the NCTL, and in the event that the Provider is unable to comply with **clauses 8.12.1 and 8.12.2** within 20 Business Days of receipt of the Provider's notification the NCTL may terminate this Contract with immediate effect by notice in writing.
- 8.13 The Provider grants to the NCTL a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Provider owned or developed prior to the Effective Date or otherwise not in connection with this Contract (the "Provider IP") and which the NCTL reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided and the use and further development of the IP Materials.
- 8.14 Save as granted in this Contract, the NCTL will not acquire any right, title or interest in the Provider IP.
- 8.15 The NCTL agrees to comply with the reasonable instructions of the Provider in respect of the way in which it uses the IP Materials licensed under **clause 8.13**.
- 8.16 the event that the Provider is not able to grant to the NCTL a licence to use any Provider IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Provider IP, the Provider shall use its reasonable efforts to:
- 8.16.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform this Contract grants to the NCTL a licence on the terms set out in clause 8.5 above; or
- 8.16.2 if the Provider is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the NCTL a sub-licence on the terms set out in clause 8.5 above.
- 8.17 The Provider shall not knowingly do or permit to be done, nor omit to do in connection with its use of Intellectual Property Rights which are or are to become owned by the NCTL (the "NCTL IP") any act or thing which:
- 8.17.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant Trade Mark Registry; or



- 8.17.2 would or might prejudice the right or title of the NCTL to any of the NCTL IP.
- 8.18 The Provider shall comply with the NCTL's Branding Guidelines, and shall not use any other branding, including its own, other than as set out in the NCTL's Branding Guidelines or as otherwise agreed with the NCTL.
- 8.19 When using NCTL Trade Marks the Provider shall observe all reasonable directions given by the NCTL from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Provider may not:
- 8.19.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any NCTL Trade Mark, or unfairly competes with any NCTL Trade Mark; or
- 8.19.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any NCTL Trade Mark as to be likely to deceive or cause confusion.

## 9 TRAINING CONSORTIA

- 9.1 The Provider may appoint individuals, companies, partnerships or other persons as members of a proposed or existing consortium to assist the Provider in carrying out its obligations under this Contract as Sub-Providers to the Provider, subject to compliance with the provisions of **clause 18**. The NCTL may additionally (acting reasonably) require that any other sub-Provider of the Provider that the NCTL reasonably considers to be material to the provision of the Services be a Consortium Member by notice in writing to the Provider. The Provider shall procure compliance with the provisions of this Contract applicable to Consortium Members in respect of each new Consortium Member, including, within 20 Business Days of receipt of such notice, **clause 18.7**.
- 9.2 The Provider shall use its reasonable efforts to procure the compliance of each Consortium Member appointed by the Provider with the terms of that Consortium Member's Deed of Adherence as entered into pursuant to **clause 18.7** and shall, at the written request of the NCTL, immediately terminate the rights of any Consortium Member arising in connection with this Contract where that Consortium Member breaches its Deed of Adherence in any material respect.
- 9.3 The Provider shall take appropriate steps to enforce its agreements with its Consortium Members.

## **10 DATA, SYSTEMS HANDLING AND SECURITY**

- 10.1 The Parties shall comply at all times with the provisions of the Data, Systems Handling and Security Schedule, the applicable version being that for suppliers as set out in **Schedule 10** (Data, Systems Handling and Security Schedule). If revisions are required to the Data, Systems Handling and Security Schedule following the date of this Contract as a result of changes in government policy or guidelines and/or policies/guidelines in education or children's services then the NCTL may, at its discretion, notify the Provider that a revised version of the Data, Systems Handling and Security Schedule is applicable and the date from which it will be applicable, and from such date such version shall be the applicable version of the Data, Systems Handling and Security Schedule for the purposes of this **clause 10.1**, provided that to the extent that deviations from the NCTL standard data handling policy have been agreed between the parties such deviations will be carried through to the revised versions.

## **11 NCTL DATA**

- 11.1 The Provider shall comply with the data handling and security procedures as set out in Schedule 10.

## **12 TERM AND TERMINATION**

- 12.1 This Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or requirement of an additional cohort, set out in this clause 12, will terminate at the end of the Initial term.

- 12.1A NCTL shall in its sole discretion be entitled to extend the Initial Term for such further period as the NCTL shall specify up to a maximum of 12 months or any part thereof (the "Extended Period") by giving not less than 6 months' written notice to the Provider prior to the expiry of the Initial Term.

- 12.2 Either Party shall be entitled to terminate this Contract (or, in the case of termination by the NCTL only, any part of it) immediately by written notice to the other if that other Party:

- 12.2.1 commits any continuing or material breach of any of the provisions of this Contract or, in the case of the Provider, commits a Service Failure as identified in paragraph 4 of Schedule 4 (KPIs, Service Levels and Service Credits) and, in the case of a breach which is capable of remedy, fails to remedy such breach within 30 (thirty) days of receipt of written notice giving particulars of such breach and requiring it to be

remedied;

- 12.2.2 being a company, summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the Party serving notice), is subject to a petition presented to any court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the Party serving notice), is subject to a petition presented to any court for its administration, has a provisional liquidator appointed, has a proposal made for a compromise or arrangement under Part 26 Companies Act 2006 or is the subject of a notice to strike off the register at Companies House or has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person;
- 12.2.3 being an individual, partnership or firm has entered into any composition or arrangement with its creditors, has a bankruptcy order made against it, has been made subject to an application for an interim order under section 253 Insolvency Act 1986 or an order under section 273 Insolvency Act 1986, has a petition presented for an Administration Order under Part III Insolvent Partnerships Order 1994 ("the Order"), has a petition presented for winding up as an unregistered company under Part IV or V of the Order, has an interim receiver of its property appointed under section 286 Insolvency Act 1986, is unable to pay its debts within the meaning of sections 267 and 268 Insolvency Act 1986, has a receiver or manager appointed over any of its assets, has a receiver appointed under the Mental Health Act 1983, dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of 3 (three) months or for an aggregate period of 5 (five) months in any one consecutive period of 12 (twelve) months to comply with its obligations under this Contract; or
- 12.2.4 has any distraint, execution or other process levied or enforced on any of its material property.

- 12.3 The NCTL shall be entitled to terminate this Contract (or any part of it) immediately by written notice to the Provider if:
- 12.3.1 the Provider has a change in control (as defined in sections 416 and 840 of the Income and Corporation Taxes Act 1988); or
  - 12.3.2 the Provider being an individual, is subject to a term of imprisonment whether or not suspended.
- 12.4 The NCTL may terminate this Contract (or any part of it) at any time without any liability to the Provider, save for that detailed in clauses 12.5, by serving three (3) months' written notice on the Provider where any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates (including the Programme), is withdrawn, reallocated or no longer available in such a way that the Programme cannot reasonably continue. The NCTL may also terminate this Contract (or any part of it) at any time by giving at least three (3) months' prior written notice to the Provider.
- 12.5 In the event the NCTL terminates under **clause 12.4** then it shall pay to the Provider by way of compensation for all relevant identified loss, reasonable costs and expenses incurred by the Provider as a consequence of such termination:
- 12.5.1 such part of the Charges that are then properly due and payable to the Provider pursuant to **clause 3** and **Schedule 3** (Financials and Invoicing); and
  - 12.5.2 any disengagement and other costs reasonably and unavoidably incurred by the Provider as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Provider shall use all reasonable endeavours to mitigate the amount of such costs and has provided (promptly upon request by the NCTL) such evidence of the reasonableness and unavoidability of such costs and the Provider's mitigation of the same as the NCTL shall reasonably request.
- 12.6 Termination or expiry of this Contract shall not prejudice any right or action of a Party accruing under or in connection with this Contract prior to termination. Those provisions of this Contract which expressly or impliedly have effect after termination (including **clauses 8, 10, 11, 13, 24, 25, 33 and 34, 35, and 40** will continue to be enforceable notwithstanding termination of this Contract.
- 12.7 Following termination or expiry of this Contract the NCTL shall not be bound by any provisions of this Contract to make further payments to the

Provider other than in respect of amounts properly due to the Provider for Services performed prior to the date of termination or in accordance with **clause.12.5**.

12.8 If the NCTL terminates this Contract pursuant to **clause 12.2** or **12.3** the Provider shall indemnify the NCTL in full in respect of all liabilities loss or damage and reasonable costs and expenses incurred or suffered by the NCTL in connection with or resulting from such termination, provided that NCTL uses reasonable efforts to mitigate such losses, costs or expenses.

12.9 Upon termination or expiry of this Contract for any reason the following provisions shall apply:

12.9.1 the parties shall comply with the provisions of **Schedule 9** (Step-in Rights) and **clauses 38 and 39** in relation to exit assistance;

12.9.2 for the avoidance of any doubt the licences granted by the Provider pursuant to **clause 8** shall continue in full force and effect;

12.9.3 the Provider will promptly supply to the NCTL all work-in-progress, documentation, records, information (in whatsoever form) as is reasonably necessary for the efficient transfer of Services and other obligations of the Provider to the NCTL or a third party provider;

12.9.4 the Provider will promptly either provide to the NCTL or at the NCTL's option to a third party such co-operation as is reasonably necessary for the efficient transfer of any of the Services to the NCTL or such third party;

12.9.5 except to the extent that the Provider is required to maintain the original or copy of any document by any law, regulation, order of a court or tribunal of competent jurisdiction, requirement of any regulatory authority the Provider will forthwith deliver to the NCTL the original and all copies of the records held by or on behalf of the Provider or, at the NCTL's option, shall deliver to the NCTL the originals of all records and destroy all copies and certify to the NCTL in writing that they have been so destroyed;

12.9.6 the Provider will use its reasonable endeavours to procure that consent of a third party is obtained (whenever required) in relation to any assignment or novation to the NCTL or its nominee of any contracts connected to its performance of this Contract as the NCTL may reasonably require and shall cooperate itself with, and use all reasonable endeavours to procure, such assignment and novation;

12.9.7 if and to the extent required by the NCTL, the Provider shall comply

with its obligations under, and provide the Services to the NCTL identified in, the Transfer Plan.

- 12.10 Where termination relates to a part of this Contract only then such of the above provisions as are relevant and applicable thereto shall apply. The Parties agree that the Provider shall be entitled to charge the NCTL its reasonable costs directly incurred in providing assistance to the NCTL following termination or expiry calculated in accordance with the provisions of the Transfer Plan, unless termination by the NCTL in accordance **clauses 12.2 or 12.3** when all such transfer assistance and Services shall be provided free of charge.
- 12.11 The NCTL shall have an option to require (in consideration for the continuing payment of the Charges relevant thereto) the Provider to provide the NCTL any or all of the Services, including continuing as the Provider for the High Potential Middle Leaders Programme (Secondary), for a specified period of up to twelve months following termination or expiry of this Contract in order to enable selection of a new provider and the efficient transfer of the Services by the NCTL.
- 12.12 If the Provider terminates this Contract pursuant to **clause 12.2.1** the NCTL shall indemnify the Provider in full in respect of all liabilities loss or damage and reasonable costs and expenses incurred or suffered by the Provider in connection with or resulting from such termination.

### 13 TUPE REGULATIONS

- 13.1 Not later than 12 Months prior to the end of the Initial Term, or any Extended Period where applicable the Provider shall fully and accurately disclose to the NCTL all information that the NCTL may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Initial Term or any extended Period where applicable;
  - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in **clause 13.1(a)**;
  - (c) the terms and conditions of employment/engagement of the Staff referred to in **clause 13.1(a)**, their job titles and qualifications;
  - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and

(e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

(together the “**TUPE Information**”)

13.2 At intervals determined by the NCTL (which shall not be more frequent than once every 30 days) the Provider shall give the NCTL updated TUPE Information.

13.3 Each time the Provider supplies TUPE Information to the NCTL it shall warrant its completeness and accuracy and the NCTL may assign the benefit of this warranty to any Replacement Contractor.

13.4 The NCTL may use TUPE Information it receives from the Provider for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Initial Term or any Extended Period where applicable. The Provider shall provide the Replacement Contractor with such assistance as it shall reasonably request.

13.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Provider shall indemnify and keep indemnified the NCTL and the Crown (both for themselves and any Replacement Contractor) against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the NCTL or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

(a) the provision of TUPE Information;

(b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Initial Term or any Extended Period where applicable;

(c) any failure by the Provider or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;

(d) any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees

arising from or connected with any failure by the Provider or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

(e) any claim by any person who is transferred by the Provider to the NCTL and/or a Replacement Contractor whose name is not included in the list of Returning Employees

13.6 If the Provider becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the NCTL and provide the NCTL with up to date TUPE Information.

13.7 This **clause 13** applies during the Initial Term and indefinitely thereafter.

13.8 The Provider undertakes to the NCTL that, during the 12 Months prior to the end of the Initial Term or any Extended Period where applicable the Provider shall not (and shall procure that any Sub-Contractor shall not) without written Approval of NCTL (such Approval not to be unreasonably withheld or delayed),

(a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Provider and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

(b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

(d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

## **14 CHANGE CONTROL**



- 14.1 Either Party may at any time request in writing that any provision of this Contract be varied in accordance with the Change Control Procedure. No amendment to the provisions of the Contract shall be effective unless made in accordance with the Change Control Procedure set out in **Schedule 6**.

## **15 PERSONNEL AND SUB-PROVIDERS**

- 15.1 The NCTL may refuse admission to the NCTL Premises and/or direct the Provider to end the involvement in the provision of the Services of any of the Provider Personnel whom the NCTL believes represent a security risk. The decision of the NCTL shall be final and it shall not be obliged to provide any reasons, except where in the opinion of NCTL it considers the giving of reasons to be appropriate.”.
- 15.2 Whenever under the provisions of this Contract the NCTL shall be entitled to require the removal from involvement in the provision of the Services of any Provider Personnel, the cost of doing so, including any Employment Liabilities and any costs connected with any consequent termination of the contract of employment, or any other contract, of such person shall be for the account of the Provider and shall not be chargeable to, or recoverable from, the NCTL in any way.
- 15.3 The Provider shall ensure that all Provider Personnel are able to communicate effectively in the English language.
- 15.4 The Provider shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments and does not exceed 10% in any Year of this Contract.
- 15.5 The Provider shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Provider to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in the provision of any part of the Services without the NCTL's prior and express written consent.
- 15.6 For each of the Provider Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the NCTL owes a special duty of care the Provider shall (and shall procure that any relevant sub-contractor shall):
- 15.6.1 conduct thorough questioning regarding any Relevant Convictions;  
and
- 15.6.2 ensure a police check is completed and such other checks as may be

carried out through the Criminal Records Bureau, and the Provider shall not (and shall ensure that any sub- Provider shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

- 15.7 The Parties have agreed to the appointment of the Key Personnel and Key Sub-Providers listed in **Schedule 8** (Key Personnel) as at the Effective Date. The Provider shall and shall procure that any sub-contract shall obtain the prior written consent of the NCTL before removing or replacing any of the Key Personnel or Key Sub-Providers during the term of this Contract (and when carrying out termination assistance and on-going service provision following termination or expiry of this Contract) other than where the Provider or Sub-Provider is, in light of all the circumstances, taking reasonable disciplinary related action in which case no such consent shall be necessary. Where possible, at least three months' written notice must be provided by the Provider of its intention to remove or replace any Key Personnel or Key Sub-Provider.
- 15.8 The NCTL shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel role by the Provider or any Key Sub-Provider.
- 15.9 The Provider acknowledges that the Key Personnel and Key Sub-Providers are essential to the proper provision of the Services to the NCTL. The Provider shall ensure that the role of any Key Personnel or Key Sub-Provider is not vacant for any longer than 10 Business Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel or Key Sub-Provider whom he or she has replaced. The Provider shall ensure that appropriate and effective handover arrangements are put in place to ensure that there is no adverse impact on service provision as a result of any change in Key Personnel or Key Sub-Provider.
- 15.10 The Provider shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Services that is commensurate with and sufficient to perform the obligation of that person's role unless the NCTL otherwise gives its prior written consent. To the extent that it can do so without disregarding its statutory obligations, the Provider shall take all reasonable steps to ensure that it retains the services of all the Key Personnel.
- 15.11 The NCTL and the Provider shall agree the Key Personnel, who will then be included on the list of Key Personnel by the Provider. The NCTL may

also require the Provider to remove any Key Personnel that the NCTL considers in any respect unsatisfactory.

15.12 The NCTL shall not be liable for the cost of replacing any Key Personnel and the Provider shall indemnify the NCTL against all Employment Liabilities that may arise in this respect.

15.13 Except in respect of any transfer of staff under TUPE, for the duration of this Contract and for a period of 12 months thereafter neither the NCTL nor the Provider shall employ or offer employment to, or contract or offer to contract with, any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

## **16 TAX and VAT INDEMNITY**

16.1 Where the Provider is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

16.2 Where the Services deliverable under this contract are liable for VAT, the Provider will at all times comply with HMRC rules and regulations. The Provider will be liable for paying to HMRC any identified VAT liabilities, including those which may fall due, subject to the contract terms agreed between Provider and NCTL.

16.3 Where the Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

16.4 The NCTL may, at any time during the term of this Contract, ask the Provider to provide information which demonstrates how the Provider complies with **Clauses 16.1, 16.2 and 16.3** above or why those Clauses do not apply to it.

16.5 A request under this **Clause 16.5** above may specify the information which the Provider must provide and the period within which that information must be provided.

16.6 The NCTL may terminate this Contract if-

- (a) in the case of a request mentioned in **Clause 16.5** above if the Provider:

- (i) fails to provide information in response to the request within a reasonable time, or
    - (ii) provides information which is inadequate to demonstrate either how the Provider complies with **Clauses 16.1, 16.2 and 16.3** above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in **Clause 16.5** above, the Provider fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when **Clauses 16.1, 16.2 and 16.3** apply, the Provider is not complying with those Clauses.
- 16.7 The NCTL may supply any information which it receives under **Clause 16.5** to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.8 The Provider warrants and represents to the NCTL that it is an independent provider and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.
- 16.9 The Provider will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Provider under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.
- 16.10 The Provider shall indemnify NCTL against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the Provider of its obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by NCTL in connection with any such assessment or claim.

The Provider authorises the NCTL to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not NCTL is obliged as a matter of law to comply with such request.

## **17 EQUALITY AND DIVERSITY**

- 17.1 The Provider will, and will procure that all Provider Personnel will, comply with all the provisions of the Equality Act 2010, the Human Rights Act 1998 or any other relevant or equivalent legislation, or any statutory modification or re-enactment thereof and with the NCTL's equality and diversity policy as may be amended from time to time, copies of which will be provided by the NCTL to the Provider at the Provider's written request.
- 17.2 The Provider will indemnify the NCTL in full from and against all Employment Liabilities that may arise as a result of any claims brought against the NCTL by any of its employees, agents, consultants and Providers (include former such persons) ("NCTL Personnel") and/or any of the Provider Personnel where such claim arises from any act or omission of the Provider or any Provider Personnel in respect of anti-discrimination legislation. The Provider will also provide all reasonable cooperation, assistance and information as the NCTL may request in connection with any investigation by the NCTL into any complaint or other grievance received by it from any of the NCTL Personnel or Provider Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Provider or any Provider Personnel.

## **18 ASSIGNMENT AND SUPPLY CHAIN RIGHTS**

- 18.1 Save and to the extent set out in this **clause 18** only, the Provider may not assign the benefit and/or delegate the burden of the whole or any part of this Contract without the prior written consent of the NCTL, which shall not be unreasonably withheld or delayed. If the NCTL agrees to the Provider assigning its rights and obligations under this Contract to any Consortium Member or another third party then the Provider will enter into and will procure that the party to whom it is assigning its contractual rights and obligations enters into an assignment or novation agreement, in such form as reasonably required by the NCTL.
- 18.2 The NCTL may not assign its obligations under this Contract in whole or in part without first obtaining the written consent of the Provider which shall not be unreasonably withheld or delayed, provided that the NCTL shall be entitled to assign this Contract to any successor body to the NCTL (provided that such successor body is not a competitor of the Provider) without the need for consent.
- 18.3 The Provider shall not sub-contract any of its obligations under this Contract without the NCTL's prior written consent, which shall not be unreasonably withheld or delayed, provided that the NCTL's prior written

consent shall not be required for sub-contracts with a value per annum not exceeding £10,000.

18.4 In making a request pursuant to **clause 18.3** the Provider shall, unless the NCTL notifies the Provider in writing that the same is not required in respect of a proposed sub-contract, provide the NCTL with such of the following information about the proposed Sub-Provider as the NCTL shall require:

18.4.1 its name, registered office and company registration number;

18.4.2 a copy of the proposed sub-contract;

18.4.3 the fees and charges to be paid by the Provider to the proposed Sub-Provider, including, where not fixed, the manner in which the same are to be calculated and any indexation or other review processes applicable thereto;

18.4.4 the purposes for which the proposed Sub-Provider will be employed, including the scope of any services to be provided by the proposed Sub-Provider;

18.4.5 where the proposed Sub-Provider is also an Associated Company of the Provider, evidence that demonstrates to the reasonable satisfaction of the NCTL that the proposed sub-contract has been agreed on "arms-length" terms; and

18.4.6 any further information reasonably requested by the NCTL.

18.5 The NCTL has consented to the engagement as Sub-Providers of the Consortium Members referred to in **clause 9.1**, subject to the provision by the Provider of the information listed in **clause 18.4** within 20 Business Days of the Effective Date (or such other period that the NCTL may permit and notify to the Provider in writing) where not previously provided by the Provider.

18.6 The Provider shall ensure that each sub-contract related to this Contract (including those with Consortium Members) shall, unless the NCTL notifies the Provider in writing that the same is not required in respect of a proposed sub-contract, include:

18.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the NCTL to enforce the terms of that sub-contract as if it were the Provider;

18.6.2 a provision enabling the Provider to assign, novate or otherwise transfer any of its rights and/or obligations under that sub-contract to the NCTL;

- 18.6.3 a provision requiring the Sub-Provider to comply with the provisions of the Data Handling Schedule;
  - 18.6.4 a provision restricting the ability of the Sub-Provider to further sub-contract elements of the service provided to the Provider without first seeking the consent of the NCTL; and
  - 18.6.5 without prejudice to any of the foregoing, equivalent restrictions and obligations in respect of any part of the Services to be delivered by the Sub-Provider as those placed on the Provider under this Contract in respect of such part of the Services.
- 18.7 In respect of Consortium Members, in addition to the requirements of **clause 18.6**, the Provider shall also procure that each such Consortium Member enters into a Deed of Adherence and the Provider shall deliver a properly executed original of the same to the NCTL prior to such a Consortium Member providing any services to the Provider in connection with the provision of the Services.
- 18.8 Where the NCTL has consented to any sub-contracting, copies of each sub-contract shall, at the request of the NCTL, be sent by the Provider to the NCTL as soon as reasonably practicable.
- 18.9 The Provider shall not terminate or materially amend the terms of any sub-contract related to this Contract without the NCTL's prior written consent, which shall not be unreasonably withheld or delayed.
- 18.10 The NCTL may require the Provider to terminate a sub-contract related to this Contract where the acts or omissions of the relevant Sub-Provider have given rise to the NCTL's right of termination pursuant to **clause 12.2.1** unless the Sub-Provider can remedy the breach to the NCTL's satisfaction within 21 (twenty one) days of receipt by the Provider of written notice from the NCTL requiring the sub-contract to be terminated.
- 18.11 Despite the Provider's right to sub-contract pursuant to this **clause 18**, the Provider shall remain responsible for all acts and omissions of its Sub-Providers and the acts and omissions of those employed or engaged by the Sub-Providers as if they were its own. An obligation in this Contract on the Provider to do, or to refrain from doing, any act or thing shall be deemed to include an obligation upon the Provider to procure that the Provider Personnel also do, or refrain from doing, such act or thing.

## **19 ENTIRE AGREEMENT**

- 19.1 This Contract, its Schedules and Appendices contain all the terms which the Parties have agreed in relation to the subject matter of this Contract

and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.

- 19.2 Nothing in this **clause 19** shall however exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

## **20 DISPUTE RESOLUTION**

- 20.1 Any Dispute shall be dealt with in accordance with this **clause 20**.
- 20.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 (fifteen) days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.
- 20.3 If a Dispute cannot be resolved by negotiation as referred to in **clause 20.2** within 30 (thirty) days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution (CEDR), the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs of the reference.

## **21 NO PARTNERSHIP**

- 21.1 Nothing in this Contract is intended to or shall operate to create a legal partnership between the Parties, or to authorise any Party to act as an agent for any other, and no Party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **22 VARIATION**

- 22.1 No variation of this Contract shall be effective unless in writing and signed by a duly authorised officer of the Parties. Variations to this Contract must follow the procedure for change set out in **clause 14**.

## **23 WAIVER**

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

## **24 FORCE MAJEURE**

- 24.1 If either Party is prevented or delayed in the performance of any of its obligations under this Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature



and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to **clause 24.3** have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

24.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 (three) calendar months, the other Party may terminate this Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

24.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Contract by reason of Force Majeure shall use reasonable endeavours to bring the Force Majeure event to a close or to find solutions by which the Contract may be performed despite the continuance of the Force Majeure event.

## **25 WARRANTIES AND REPRESENTATIONS**

25.1 The Provider warrants and represents that:

25.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Provider;

25.1.2 in entering this Contract it has not committed any fraud;

25.1.3 as at the Effective Date, all information contained in the Provider's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the NCTL prior to execution of this Contract;

25.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under this Contract;

25.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

- 25.1.6 the IP Materials created by the Provider pursuant to this Contract will be its original work and will not have been copied wholly or substantially from another party's work or materials; (provided, for the avoidance of doubt, that this sub-clause 25.1.6 shall not apply to any IP Materials used by the Provider under permission or licence from any other person or entity (including, without limitation, any Sub-Provider); and
- 25.1.7 the use by the NCTL of any Intellectual Property Rights assigned or licensed to it by the Provider under this Contract will not infringe or conflict with the rights of any third party.
- 25.2 The Provider will correct or remedy any breaches of the warranties set out in **clause 25.1** that are correctable or remediable as soon as reasonably practicable following receipt of notice in writing from the NCTL identifying the breach in question.

## **26 LIABILITY**

- 26.1 Neither Party excludes or limits its liability (if any) to the other:
  - 26.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
  - 26.1.2 for personal injury or death resulting from the its negligence;
  - 26.1.3 under section 2(3) Consumer Protection Act 1987;
  - 26.1.4 for its own fraud; or
  - 26.1.5 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability;
- 26.2 The Provider does not exclude or limit its liability (if any) pursuant to any indemnities given by it pursuant to **clauses 8** (Intellectual Property) and **16** (Tax Indemnity).
- 26.3 Subject to **clauses 26.1, 26.2 and 26.5**, neither Party shall have any liability to the other under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise:
  - 26.3.1 for any losses of an indirect or consequential nature; or
  - 26.3.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
  - 26.3.3 to the extent that it is prevented from meeting any obligation under this Contract as a result of any breach or other default by the other Party.

- 26.4 Subject to **clauses 26.1 and 26.2**, the maximum liability of either Party to the other under this Contract, whether in contract, tort (including negligence) or otherwise:
- 26.4.1 in respect of damage to property is limited to £5,000,000 in respect of any one incident or series of connected incidents; and
  - 26.4.2 in respect of any claim not covered by **clause 26.4.1**, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable by the NCTL and the Recipients' Charges received by the Provider in that Year of this Contract.
- 26.5 Notwithstanding the provisions of **clause 26.3**, the Provider shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure.
- 26.6 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.7 All property of the Provider whilst on the NCTL's premises shall be there at the risk of the Provider and the NCTL shall accept no liability for any loss or damage howsoever occurring to it.
- 26.8 The Provider shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the NCTL deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the NCTL deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Provider under this Contract. Such insurances shall be maintained for the duration of this Contract and for a minimum of 6 (six) years following the expiration or earlier termination of this Contract. The Provider shall supply to the NCTL on demand copies of the insurance policies maintained under this clause. The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability it has under, or in connection with, this Contract.

## **27 NOTICES**

- 27.1 Any notice, demand or communication in connection with this Contract shall be in writing and may be delivered by hand, pre-paid first class post

or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

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

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

27.2.2 if given or made by prepaid first class post 48 (forty-eight) hours after being posted or in the case of airmail 14 (fourteen) days after being posted;

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

27.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

## **28 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

## **29 COUNTERPARTS**

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

## **30 PUBLICITY AND PROMOTION OF OTHER ACTIVITIES**

30.1 The Provider shall not itself, and shall procure that Consortium Members shall not, without the prior written consent of the NCTL, advertise or publicly announce that it or they has or have a contractual relationship with the NCTL or announce the subject matter of this Contract. Where the NCTL does give consent to this it will be subject to the NCTL's prior written

approval of the content and manner of any such advertisement or announcement

30.2 Without prejudice to the generality of **clauses 8.17 and 30.1**, the Provider shall not itself, and shall procure that Consortium Members shall not, use the NCTL's name, brand and / or trademarks (including the NCTL Trade Marks) nor the Personal Data of the NCTL to sell, promote, market or publicise the Provider's (or Consortium Member's, as the case may be) other programmes, course, services or other activities in any way whatsoever.

30.3 Subject to Confidentiality **Clause 35** NCTL may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services

### **31 FURTHER ASSURANCE**

31.1 The Parties agree that they will do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the termination or expiry of this Contract to vest in the relevant all rights granted under this Contract and otherwise to comply with its terms.

### **32 CONFLICTS OF INTEREST**

32.1 The Provider shall:

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

take appropriate steps to ensure that neither the Provider nor any of the Provider Personnel is placed in a position where, in the reasonable opinion of the NCTL, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or any of the Provider Personnel and the duties owed to the NCTL under the provisions of this Contract in either case, referred to in this **clause 32** as a "Conflict of Interest". If the Provider becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this **clause 32** the Provider shall forthwith provide full particulars to thereof to the NCTL.

- 32.2 In performing its duties under this Contract, the Provider shall conduct its business, operations and activities in a politically neutral fashion.
- 32.3 Without prejudice to the foregoing provisions of this **clause 32**, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Provider will take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the NCTL (acting reasonably). If the NCTL is not reasonably satisfied with the outcome of the Provider having taken such action as aforesaid (the Provider having given the NCTL a comprehensive and detailed written statement of the action it had taken), the Provider will on request by the NCTL forthwith bring to an end any relationship it may have with any third party, where that relationship has given rise to the conflict of interest (or potential conflict of interest).
- 32.4 Without prejudice to any other right or remedy it may have, the NCTL reserves the right to terminate this Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the NCTL, there is any continuing breach by the Provider of the provisions of this **clause 32**.

### **33 PREVENTION OF CORRUPTION**

- 33.1 The Provider represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 33.2 The Provider shall not during the Initial Term and any Extended Period:
- (a) commit a Prohibited Act; and/or
  - (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 33.3 The Provider shall, during the Initial Term and any Extended Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
  - (b) keep appropriate records of its compliance with its obligations under **clause 33.3(a)** and make such records available to the NCTL on request.
- 33.4 The Provider shall immediately notify the NCTL in writing if it becomes aware of any breach of **clauses 33.1 and/or 33.2**, or has reason to believe that it has or any of the Staff have:
  - (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 33.5 If the Provider notifies the NCTL pursuant to **clause 33.4**, the Provider shall respond promptly to the NCTL's enquiries, co-operate with any investigation, and allow the NCTL to Audit any books, records and/or any other relevant documentation.
- 33.6 If the Provider is in Default under **clauses 33.1 and/or 33.2**, the NCTL may by notice:
  - (a) require the Provider to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.
- 33.7 Any notice served by the NCTL under **clause 33.6** shall specify the nature of the Prohibited Act, the identity of the party who the NCTL believes has committed the Prohibited Act and the action that the NCTL has taken (including, where relevant, the date on which the Contract shall terminate).

#### **34 OFFICIAL SECRETS ACTS AND FINANCE ACT 1989**

- 34.1 The Contractor shall comply with the provisions of:
  - (a) the Official Secrets Acts 1911 to 1989; and

- (b) section 182 of the Finance Act 1989.

### **35 CONFIDENTIALITY**

- 35.1 Except to the extent set out in this **clause 35** or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- 35.2 The Provider hereby gives its consent for the NCTL to publish the whole Contract (but with any information which is Confidential Information belonging to the NCTL redacted) including from time to time agreed changes to the Contract, to the general public.
- 35.3 The Provider may only disclose the NCTL's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 35.4 The Provider shall not, and shall procure that the Staff do not, use any of the NCTL's Confidential Information received otherwise than for the purposes of this Contract.
- 35.5 **Clause 35.1** shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
  - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - (c) such information was obtained from a third party without obligation of confidentiality;
  - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
  - (e) it is independently developed without access to the other Party's Confidential Information.
- 35.6 Nothing in **clause 35** shall prevent the NCTL disclosing any Confidential Information obtained from the Provider:
- (a) for the purpose of the examination and certification of the NCTL's



accounts;

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

(c) to any Crown Body or any Contracting Authority and the Provider hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;

(d) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under **clauses 35.8** the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and where appropriate, shall ensure that the recipient of the information is subject to a confidentiality undertaking.

35.7 Nothing in **clauses 35.1 to 35.6** shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

35.8 The NCTL shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the NCTL's Confidential Information is disclosed pursuant to **clause 35.6** is made aware of the NCTL's obligations of confidentiality.

35.9 If the Provider does not comply with **clauses 35.1 to 35.6** the NCTL may terminate the Contract immediately on notice to the Provider.

## **36 FREEDOM OF INFORMATION**

36.1 The Provider acknowledges that the NCTL is subject to the requirements of the FOIA and the EIR.

36.2 The Provider shall transfer to the NCTL all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:

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

(b) provide all necessary assistance as reasonably requested by the NCTL to enable the NCTL to comply with its obligations under the FOIA and EIR; and

(c) not respond to directly to a Request for Information unless authorised to do so in writing by the NCTL.

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

### **37 TAX COMPLIANCE**

37.1 If, during the Initial Term or any Extended Period, an Occasion of Tax Non-Compliance occurs, the Provider shall:

(a) notify the NCTL in writing of such fact within 5 Working Days of its occurrence; and

(b) promptly give the NCTL:

i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and

ii) such other information in relation to the Occasion of Tax Non-Compliance as the NCTL may reasonably require.

37.2 If the Provider or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Provider shall:

(a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

(b) indemnify the NCTL against any income tax, national insurance and social security contributions and any other liability, deduction,

contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

**38 RETENDERING AND HANDOVER**

- 38.1 Within 21 days of being requested by the NCTL, the Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the NCTL to issue tender documents for the future provision of the Services.
- 38.2 The NCTL shall take all necessary precautions to ensure that the information referred to in **clause 38.1** is given only to potential providers who have qualified to tender for the future provision of the Services.
- 38.3 The NCTL shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the NCTL; and that they shall not use it for any other purpose.
- 38.4 The Provider shall indemnify the NCTL against any claim made against the NCTL at any time by any person in respect of any liability incurred by the NCTL arising from any deficiency or inaccuracy in information which the Provider is required to provide under **clause 38.1**.
- 38.5 The Provider shall allow access to the Premises in the presence of the Authorised representative, to any person representing any potential provider whom the NCTL has selected to tender for the future provision of the Services.
- 38.6 If access is required to the Provider's premises for the purposes of **clause 38.5**, the NCTL shall give the Provider 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Provider's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- 38.7 The Provider shall co-operate fully with the NCTL during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 38.8 Within 10 Working Days of being requested by the NCTL, the Provider shall transfer to the NCTL, or any person designated by the NCTL, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The

transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the NCTL.

### **39 EXIT MANAGEMENT AND PROCEDURES**

- 39.1 Where the NCTL requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Provider shall co-operate fully with the NCTL and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- 39.2 The Provider will, within (3) months after the Effective Date, deliver to the NCTL, the NCTL Plan which sets out the Provider's proposed methodology for achieving an orderly transition of Services from the Provider to the NCTL and/or its replacement provider on the expiry or termination of this Contract ("Exit Plan"). Within 30 days after the submission of the Exit Plan, the parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan then such dispute shall be resolved in accordance with the dispute resolution procedure at **Clause 20**.
- 39.3 The Provider will review and (if appropriate) update the Exit Plan in the first month of each year of this Contract (commencing with the second year of this Contract) to reflect changes to the Services. Following such update the Provider will submit the revised Exit Plan to the NCTL for review. Within thirty (30) days following submissions of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within the thirty (30) day period, such dispute shall be resolved in accordance with the dispute resolution procedure in **clause 20**.
- 39.4 The following commercial approach shall apply to the transfer of the Services if the Provider:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
  - (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

- 39.5 When requested to do so by the Authority, the Provider shall deliver to the NCTL details of all licences for software used in the provision of the Services including the software licence agreements.
- 39.6 Within one Month of receiving the software licence information described above, the NCTL shall notify the Provider of the licences it wishes to be transferred, and the Provider shall provide for the approval of the NCTL a plan for licence transfer.
- 39.7 The Provider shall co-operate fully with the NCTL in order to enable an efficient and detailed knowledge transfer from the Provider to the NCTL on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Provider shall provide the NCTL free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the NCTL. The Provider shall comply with the NCTL's request for information no later than 15 Working Days from the date that that request was made.

#### **40 GOVERNING LAW AND JURISDICTION**

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

## Schedule 3

### Financials and Invoicing

#### 1 Financials

- 1.1 The NCTL shall pay the Provider the Charges in accordance with the applicable Contract, subject to successful delivery of the programme against Key Performance Indicators or Service Levels pursuant to the provisions of the Requirement and Schedule 4.
- 1.2 The Charges are inclusive of all expenses incurred by the Provider in relation to its provision of the Services and unless agreed otherwise between the Provider and the NCTL, the Provider shall not be entitled to claim any expenses in addition to the Charges.
- 1.3 All Charges will be firm and fixed for the Initial Term of the Contract. The maximum contract value for the Initial Term, to include two full cohorts 2016/18 and 2017/19, is **£12.386m**. If the option for an additional cohort is exercised, the maximum additional value is **£4.596m** (Appendix 2).
- 1.4 As set out at **clauses 3.6 and 16.2**, the Provider is responsible for confirming directly and expediently with HMRC the VAT status of all services supplied under this contract. Once the VAT status has been confirmed, the Provider will notify the Department in writing of the decision reached by HMRC and the parties will manage the payment of any such VAT liabilities in accordance with the process set out at **clause 16.2** and in this Schedule 3.
- 1.5 The NCTL reserves the right to review/analyse the detailed costs as set out in Appendix 2, in line with the new programme model (as set out in Schedule 1 – Section 7) to ensure that the programme delivery demonstrates value for money.
  - 1.5.1 the NCTL will review/analyse costs at the end of Year 1 of the new Programme (July 2017), and at the end of Year 2 (July 2018).

#### 2 Indexation

- 2.1 Indexation shall not apply to any Charges.

#### 3 Invoicing Arrangements

- 3.1 The Provider shall be entitled to invoice the Charges following acceptance by the NCTL of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as specified in the delivery

# High Potential Middle Leaders (Secondary) Contract - RD1043

milestones, Outputs or Outcomes (as set out in Tables 4 and 4a below and within Appendix 2). Each invoice shall detail the Charges for Services provided by the Provider.

**Table 4**

	Cohorts 8-11	Cohort 8-10	Cohort 11
Mar-16			
Apr-16			
May-16			
Jun-16			
Jul-16			
Aug-16			
Sep-16			
Oct-16			
Nov-16			
Dec-16			
Jan-17			
Feb-17			
Mar-17			
Apr-17			
May-17			
Jun-17			
Jul-17			
Aug-17			
Sep-17			
Oct-17			
Nov-17			

# High Potential Middle Leaders (Secondary) Contract - RD1043

Dec-17			
Jan-18			
Feb-18			
Mar-18			
Apr-18			
May-18			
Jun-18			
Jul-18			
Aug-18			
Sep-18			
Oct-18			
Nov-18			
Dec-18			
Jan-19			
Feb-19			
Mar-19			
Apr-19			
May-19			
Jun-19			
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Jan-20			



## High Potential Middle Leaders (Secondary) Contract - RD1043

Feb-20	+		+
Mar-20			
Apr-20	+		+
May-20	+		+
Jun-20	+		+
Jul-20	+		+
Aug-20	+		+

**Table 4a**

	Cohorts 8-11	Cohort 8-10	Cohort 11
September 2015 - March 2016			
Financial year 2016-17			
Financial year 2017-18			
Financial year 2018-19			
Financial year 2019-20			
April 2020 - August 2020			

- 3.2 This shall be finalised at contract clarification/fine tuning stage and will be comprised of the Specification issued with the ITT
- 4 Funds allocated to a particular expenditure heading in Table 4 are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the NCTL.
- 5 The Provider shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

- 6 The Provider shall permit duly authorised staff or agents of the NCTL or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The NCTL reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Provider has used the NCTL's resources in the performance of this Contract.
- 7 Invoices shall be prepared by the Provider on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Provider or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Provider on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the NCTL within the terms of another contract.
- 8 Invoices shall be sent, within 30 days of the end of the relevant invoicing date to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA, quoting the Contract reference number. The NCTL undertakes to pay correctly submitted invoices within 10 days of receipt. The NCTL is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the NCTL. Any correctly submitted invoices that are not paid within 30 days are subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank. The Parties agree that this clause is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or which are expected to be at the required quality); includes the date, supplier name, contact details and bank details; includes information as set out in point 8.1 and has been delivered to the nominated address. If any problems arise, contact the NCTL's Contract Manager. The NCTL aims to reply to complaints within 10 business days. (See Point 14 below) The NCTL shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 8.1 Invoices shall clearly identify the Contract number for which they are being submitted and the Provider shall provide information with each invoice to enable the NCTL to assess the accuracy of the invoice. Such information shall include as a minimum:

- Invoice date
  - Contract Number and CD reference number
  - PO Number
  - Invoice number
  - The Charging Period covered
  - A detailed breakdown of the appropriate Charges, including deliverables or milestones achieved, days and times worked
  - Details of any service credits
  - Sums due, and,
  - VAT due.
- 9 The Provider shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the NCTL's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the NCTL shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the NCTL's reasonable opinion after consultation with the Provider, would reasonably have been required for that purpose.
- 10 If this Contract is terminated by the NCTL due to the Provider's insolvency or default at any time before completion of the Service, the NCTL shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Provider before the date of termination.
- 11 On completion of the Service or on termination of this Contract, the Provider shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service
- 12 The NCTL shall not be obliged to pay the final invoice until the Provider has carried out all the elements of the Service specified as in Schedule 1.
- 13 It shall be the responsibility of the Provider to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the NCTL all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the NCTL shall have no further liability to make reimbursement of any kind.
- 14 Disputes and payments of invoices
- 14.1 As set out in paragraph 8 above, The NCTL undertakes to pay, subject to

paragraphs 14.4 and 14.5, correctly submitted invoices within 10 days of receipt for all sums properly invoiced. The NCTL shall not be responsible for any delay in payment caused by incomplete and illegible invoices.

- 14.2 The Provider shall ensure that a term is included in any sub-contract permitted under this Contract which requires the Provider to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed thirty (30) days from the date the Provider receives the sub-contractor's invoice.
- 14.3 The Provider shall raise any problems regarding invoices or payments with the NCTL's contract manager. The NCTL shall reply to queries or complaints within 10 Business Days.
- 14.4 The NCTL shall within 10 Business Days of receipt, return to the Provider for correction invoices that it believes are incorrect together with an explanation of the need for correction.
- 14.5 The NCTL may dispute, in good faith, any amount specified in an invoice. In these circumstances, the NCTL shall:
  - 14.5.1 Pay in accordance with paragraph 14.1 such amount of the invoice as is not in dispute;
  - 14.5.2 Within 10 Business Days of receipt by it of the disputed invoice notify the Provider of the reasons for disputing the disputed amount; and
  - 14.5.3 Be entitled to withhold the disputed amount pending resolution of the dispute.
- 14.6 The NCTL and the Provider shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either party may refer the matter for resolution in accordance with the dispute resolution procedure in **clause 20** of Schedule 2.
- 14.7 Where a disputed amount is withheld in accordance with paragraph 14.5.3 and the dispute is subsequently resolved:
  - 14.7.1 The Provider shall within 10 Business Days re-submit a corrected invoice; or
  - 14.7.2 In the event that the original invoice is resolved to have been correct, for the purposes of paragraph 14.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the parties to have been resolved.



## **Schedule 4**

### **Key Performance Indicators, Service Levels and Service Credits**

#### **PRINCIPAL POINTS**

- 1 The objectives of the Service Levels are to:
  - i) ensure that the Services are of a consistently high quality and meet the requirements of the NCTL;
  - ii) provide a mechanism whereby the NCTL can attain meaningful recognition of inconvenience and/or loss resulting from the Provider's failure to deliver the level of Service for which it has contracted to deliver; and
  - iii) incentivise the Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

#### **SERVICE LEVELS**

- 2 Part 1 of this Schedule shall set out the Key Performance Indicators, Service Levels applicable to the provision by the Provider of the Services and the performance of which the Provider has agreed to measure.
- 3 The Provider shall monitor its performance against each of the Service Levels in this Schedule and shall send the NCTL a report detailing the level of service which was achieved in accordance with the provisions of this Schedule.
- 4 If the level of performance of the Provider against the Service Levels in respect of the Services during a Service Period:
  - i) achieves the Service Level in respect of each element of the Service, no Service Credits will accrue to the Provider in respect of that element of the Service;
  - ii) is below the Service Level in respect of each element of the Service, the appropriate number of Service Points will accrue to the Provider in respect of that element of the Service; or
  - iii) constitutes a critical service failure by failing to meet four or more of the required Service Levels in any consecutive three month period, the NCTL shall be entitled to terminate this Contract pursuant to 12.2.1 and/or seek damages in addition to any Service Credits which have already been accrued by the Provider and are payable by the Provider to the NCTL.

**SERVICE CREDITS**

- 5 Accrual of Service Credits shall entitle the NCTL/NCTL to a reduction of the amounts payable in respect of the Services and do not include VAT. The Provider shall set-off the value of any Service Credits against the appropriate invoice in accordance with the provisions of Schedule 3 (Financials and Invoicing). The mechanism for recovery of any Service Credits will be developed and agreed with the Provider within the first 3 months of the Contract in alignment to the KPIs as set out in Table 5.1 below.

**NATURE OF SERVICE CREDITS**






- 6 The Provider confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance. [REDACTED]

[REDACTED] This figure will be finalised within the first three (3) months of contract award.

**Part 1 – Key Performance Indicators, Service Levels and Service Credits****Table 5.1 Key Performance Indicators**

KPI	Measurement Period	Measure	Monitoring method	Service Credit applied
Effectiveness in recruiting agreed number of participants on the programme each year	monthly	Cohort 9: x 400 participants Cohort 10: x 770 participants Cohort 11 (if required): 610 participants	Monthly contract management meetings	[REDACTED]
Monitor and achieve satisfaction ratings that exceed 90% of participants rating the programme good or above."	monthly	average session evaluation score of 8 out of 10 (based on a ten point scale)	Monthly contract management meetings	[REDACTED]

# High Potential Middle Leaders (Secondary) Contract - RD1043

KPI	Measurement Period	Measure	Monitoring method	Service Credit applied
Monitor and achieve satisfaction ratings that exceed 90% of participants rating the programme coaching good or above."	monthly	average session evaluation score of 8 out of 10 (based on a ten point scale)	Monthly contract management meetings	
Recruit the best participants onto the programme and engage them throughout so that retention (and completion) rates exceed 90%.		Withdrawals for reasons within Teaching Leaders' control (e.g. those leaving due to issues with programme quality or appropriateness of the programme to their needs)		
	monthly	These measures do not include: health and other personal reasons (caring responsibilities or maternity), those leaving due to a school move outside the boundaries of the 'school moves' policy agreed with NCTL, those leaving due to school restructuring or other school instability.	Monthly contract management meetings	
Effectiveness in recruiting a diverse group of participants with respect to gender	monthly	Against national benchmark provided by NCTL	Monthly contract management meetings	
Effectiveness in recruiting a diverse group of participants with respect to ethnicity	monthly	Against national benchmark provided by NCTL	Monthly contract management meetings	
Demonstrate that the participants they are developing have achieved greater pupil impact outcomes than for suitable comparator groups in any/all of the measures.		<ul style="list-style-type: none"> <li>Contributed to improved GCSE performance at their secondary schools</li> <li>Raised secondary schools out of or further from the secondary floor targets</li> </ul>	over x period of time <b>TO BE AGREED WITHIN 3 MONTHS OF CONTRACT SIGNATURE</b>	



## High Potential Middle Leaders (Secondary) Contract - RD1043

KPI	Measurement Period	Measure	Monitoring method	Service Credit applied
		<ul style="list-style-type: none"> <li>• Shown accelerating pupil progress levels against the national average</li> <li>• Raised the performance of the pupils within their impact project in comparison to others within the school</li> <li>• Tackled closing the gap issues by reducing the tail of underachievement in their schools</li> <li>• Outperformed other middle leaders' results within their school or secondary federation</li> </ul>		

**Table 5.2 Service Level Agreements**

Indicative SLA's are provided below and will be finalised at contract clarification/fine tuning stage

SLA	Measure	Compliance
Reporting and Meetings	<b>Monthly Successful Provider reporting:</b> Successful Provider will submit a monthly programme report, by the third working day of the month, for the programme. Include any exception events within this report.	100% - NCTL monitoring
	Successful Provider meetings – monthly	
	Development and operations meetings – as required	
Administration/Communication	In delivering the Contract, the Successful Provider will offer a responsive and supportive service to participants and their facilitators. The Successful Provider's administrators shall respond to 100% of participant queries and correspondence, within three (3) working days of receipt.	
Finance	Successful Provider will ensure that invoices are submitted to NCTL within 14 days of the end of the relevant charging period/completion of the activity	

SLA	Measure	Compliance
Commercial Management	Successful Provider to ensure that Change Control documentation is signed by both Parties prior to any additional work being undertaken (NCTL or Successful Provider to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all Facilitators and administrative staff are aware of and abide by relevant complaints procedures.	
	Successful Provider Operational Director (main management contact) to report all complaints verbally and in writing to NCTL within 3 working days.	
Participant records and questionnaires	Successful Provider will ensure that all participant records are maintained and kept up to date throughout the programme. Records must be updated within five working days of a request being made or an event taking place (subject to system availability).	
	Successful Provider will support the NCTL to ensure that participants who start the programme complete the appropriate questionnaires throughout the programme.	
Programme Delivery	Provider will supply the appropriate equipment to support the delivery of the programme at the face to face events as defined in the contract.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT facilities should be adequate and meet the minimum specification of the Course.	
	Refreshments must be provided, and where overnight accommodation is required the facilities must comply with the venue specification.	

## 7 Evaluation

7.1 The Provider must contribute towards NCTL's evaluation of the impact of its programmes. The NCTL has established the following criteria against which evaluation will be conducted, including but not limited to:

- Engagement i.e. participants' satisfaction with programme structure and content
- Learning Outcomes i.e. skills, knowledge and understanding achieved by participants
- Application/Impact i.e. how the learning is being deployed
- Improvements in schools/changes in the school system – exemplified by changes to the school system as a whole, each participant and the cost effectiveness of each programme.

## 7.2 Impact Studies

The NCTL is keen to identify and celebrate Programme impact and, where appropriate, disseminate the outcomes of evaluations and case studies. NCTL will work closely with the Provider to ensure:

- a clear strategy for complementary data collection, including but not limited to the tracking of participant Teacher Reference Numbers(TRN's)(avoiding unnecessary duplication of data collection)
- that data will be shared by both parties
- examples of best practice are shared across all Providers to the benefit of Programme delivery
- the Provider has an input into future evaluation of Programmes by NCTL.

- 7.3 The NCTL commission a formal evaluation of the programme through an independent third party. The purpose of this work is to assess whether the programme is meeting its aims and objectives and whether it is meeting the needs of its participants and assess the impact on the schools which have participated on the programme. The Provider will cooperate fully with the NCTL appointed independent evaluation team.

This will include the evaluation Provider attending workshop events to discuss impact with participants and also to view the delivery. The Provider will be expected to fully support this activity.

## **Schedule 5**

### **Implementation Plan**

1. The Provider shall provide the Services in accordance with the

Implementation Plan set out in **Appendix 3** to this Contract.

2. The Implementation Plan should be sufficiently detailed as is necessary to manage the Services and proposed any changes to the Implementation Plan shall be subject to the Change Control Procedure.
3. The Provider shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Provider is able to provide the Services:
  - 3.1 in accordance with the provisions of this Contract as at the Service Commencement Date, and any other requirements of this Contract; and
  - 3.2 in a manner that maintains the continuity of service to the NCTL.
4. The Provider shall monitor the performance against the Implementation Plan and report to the NCTL monthly (or more frequently if so required by the NCTL) on its performance.

## **Schedule 6**

### **Governance, Reporting and Change Control**

#### **1 INTRODUCTION**

- 1.1 This schedule describes the procedures that will be used to manage the relationship between the NCTL and the Provider under this Contract.

#### **2 ESTABLISHMENT OF THE PROJECT BOARD**

- 2.1 A Project Board shall be established by the NCTL under this Contract on which both the Provider and the NCTL shall be represented.
- 2.2 The Provider and the NCTL shall each appoint a Project Manager.
- 2.3 The Project will be managed at the day to day level through the Provider Project Manager and the NCTL Project Manager, in accordance with the implementation Plan.
- 2.4 The Project Board will:
- 2.4.1 meet regularly;
  - 2.4.2 provide senior level guidance, leadership and strategy for the Project;
  - 2.4.3 be the point of escalation from the Project Board/Managers; and
  - 2.4.4 carry out the specific obligations attributed to it in this Contract.
- 2.5 Both parties will 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.

#### **3 PROJECT BOARD STRUCTURE & REPRESENTATION**

- 3.1 Appendix 4 to this Schedule describes, in relation to the Project Board, the NCTL members of that Board and the Provider members of that Board;
- 3.2 In the event that either party wishes to replace any Board Member position, that party shall notify the other in writing of the proposed change for agreement by the other party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each NCTL Board Member has at all times a counterpart Provider Board Member of equivalent seniority and expertise.
- 3.3 Each party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting,

that person shall use all reasonable endeavours to ensure that:

- 3.3.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- 3.3.2 that he/she is debriefed by such delegate after the Board meeting.
- 3.4 A chairperson shall be appointed by the NCTL. The chairperson shall be responsible for:
  - 3.4.1 scheduling Board meetings;
  - 3.4.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
  - 3.4.3 chairing the Board meetings;
  - 3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
  - 3.4.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to (the appropriate persons as agreed by both parties at the time) and to all Board meeting participants within seven (7) Business Days after the Board meeting; and
  - 3.4.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.5 Board meetings shall be quorate as long as at least [two] representatives from each party are present.
- 3.6 The parties shall ensure, as far as reasonably practicable, that the Board shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each party shall use its best endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

#### **4 ROLE OF PROJECT BOARD**

- 4.1 The Project Board shall:
  - 4.1.1 ensure that this Contract is operated throughout the term in a manner which optimises the value for money and operational benefit derived by the NCTL and the commercial benefit derived by the Provider;
  - 4.1.2 receive and review reports from the Project Manager(s) which summarise key aspects of the operation and delivery of the Services, performance against KPIs/Service Levels; progress against the

Implementation Plan, possible future developments;

- 4.1.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any potential future or additional Services authorise the commissioning and initiation of new business change projects and shall assess opportunities for Future Services and/or Additional Services;
- 4.1.4 consider and resolve Disputes (including Disputes as to the cause of a delay to the Services or the performance of the Services) escalated to the Project Board;
- 4.1.5 recognise and promote participation in cross-governmental initiatives; and
- 4.1.6 develop the NCTL/Provider relationship so that it supports delivery of the Services in a positive manner.

## **5 CONTRACT MANAGEMENT MECHANISMS**

- 5.1 Both parties will pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Provider will develop, operate, maintain and amend, as agreed with the NCTL, processes for:
  - 5.2.1 the identification and management of risks. The project risk and issues register (**Appendix 7**) will be completed by the Provider and submitted for review by both parties at the Project Board;
  - 5.2.2 the identification and management of [issues]; and
  - 5.2.3 monitoring and controlling progress against the Implementation Plan.

## **6 ANNUAL REVIEW**

- 6.1 Annual review meetings shall be held, on dates to be agreed between the parties, throughout the Term.
- 6.2 The meetings will be attended by the Project/Contract Manager of the Provider and the Project Manager/Contract Manager of the NCTL and any other persons considered by the NCTL necessary for the review.

## **7 CHANGE CONTROL**

### **Minor Changes**

- 7.1 The Parties acknowledge that minor variations to this Contract may be necessary to reflect operational and administrative procedures during the term of the Contract. The Parties further acknowledge that such minor

variations shall be agreed in writing between the Parties' respective Project/Contract Managers.

- 7.2 The Provider shall use reasonable endeavours to incorporate minor variations requested by the NCTL within the current Charges for the Services and shall not serve a Provider Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.

### **Other Changes**

- 7.3 In respect of changes to the Contract ("Change") proposed by the NCTL ("NCTL Notice of Change"):

7.3.1 The NCTL has the right to propose Changes in accordance with this paragraph. The Provider may not withhold its agreement to any Change required by the NCTL provided that the NCTL cannot require a Change that would require the Provider to breach an obligation of this Contract.

7.3.2 The Provider acknowledges and accepts that it may be necessary to make changes to the Services as set out in Schedule 1. In such circumstances the NCTL will follow the procedure set out in this Schedule.

7.3.3 The Provider shall use its best endeavours to accommodate any changes to the needs and requirements of the NCTL provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes on a "no better no worse" basis. The amount of such additional costs shall be agreed between the Parties in writing and depending on the Change may either be a single, one off payment or an adjustment to the Charges.

7.3.4 If the NCTL requires a Change, it must serve a NCTL Notice of Change on the Provider.

- 7.4 The NCTL Notice of Change shall:

- a) set out the Change required in sufficient detail to enable the Provider to calculate the Change Estimate and provide the Change Response; and
- b) require the Provider to provide to the NCTL a Change Response within twenty one (21) days of receipt of the NCTL Notice of Change.

- 7.5 As soon as practicable, and in any event within twenty one (21) days after having received the NCTL Notice of Change, the Provider shall deliver to the NCTL the impact of the Change ("Change Response"). The Change



Response shall include the opinion of the Provider on:

- a) any impact on the provision of the Services;
- b) any impact on the Provider's ability to meet its obligations under this Contract;
- c) any amendment required to this Contract and/or any sub-contract as a result of the Change; and;
- d) the Provider's proposed plan and time schedule for implementation of the Change (the "Change Implementation Plan").

7.6 Where there is a change to the Charges ("Change Estimate") is in excess of £5,000 the Provider shall provide details of:

- a) the estimated expenditure, including any capital replacement costs, arising from the Change;
- b) the estimated increase in operating expenditure relating to the provision of the Services, with an analysis showing the costs of staff, consumables, sub-contracted and bought-in services, after the Change is implemented;
- c) any interest, expenses or other third party financing costs to be incurred as a result of implementing the Change;
- d) details of any estimated overhead recoveries and long term cost savings that are anticipated after the Change is implemented; and
- e) the profit which the Provider seeks to achieve in the provision of the additional parts of the Services delivered as a result of the Change, including any profit element forming any part of the overhead recoveries disclosed by reason of paragraph (d) above.

7.7 Where the Change Estimate is less than £5,000 the Provider shall identify the agreed required services and relevant expenditure and show clearly how the Change Estimate is achieved.

7.8 As soon as practicable after the NCTL receives the Change Response, the Parties shall discuss and agree the issues set out in the Change Response. In such discussions:

- a) the NCTL may modify the NCTL Notice of Change, in which case the Provider shall, as soon as practicable and in any event within twenty one (21) days, after receipt of such modification, notify the NCTL of any consequential changes to the Change Response; and
- b) where the NCTL reasonably request, the Provider shall provide such

additional information as the NCTL reasonably request in order to evaluate the Change Response fully.

- 7.9 At the reasonable request of the NCTL, the Provider shall provide an additional Change Estimate (a "Further Change Estimate") to validate the Change Estimate using an alternative estimating approach agreed between the NCTL and the Provider.
- 7.10 Where there is a ten per cent (10%) or greater variation in the overall cost to the NCTL between the Further Change Estimate and the Change Estimate, the NCTL may request a re-working of the Change Estimate.
- 7.11 If the Parties cannot agree on the contents of the Change Response then the Dispute will be determined in accordance with **Clause 20** (Dispute Resolution) of Schedule 2.
- 7.12 As soon as practicable after the contents of the Change Response have been agreed or otherwise determined pursuant to **Clause 20** (Dispute Resolution), of Schedule 2, the NCTL shall:
- a) confirm in writing the Change Response by issuing a Contract Change Control Note ("CCN") as below (as modified); or
  - b) withdraw the NCTL Notice of Change.
- 7.13 If the NCTL does not confirm in writing the Change Response (as modified) within thirty (30) days of the contents of the Change Response having been agreed or determined, then the NCTL Notice of Change shall be deemed to have been withdrawn.
- 7.14 In the event that the Change has been agreed in accordance with this Paragraph 7.3.1 then:
- a) the Provider shall implement the Change in accordance with the CCN and Change Implementation Plan; and
  - b) the Charges shall be adjusted in accordance with the agreed CCN once the Change Implementation Plan is complete and accepted by the NCTL in accordance with the agreed implementation criteria.
- 7.15 Until a Change is made in accordance with the Change Control Procedure, the Provider shall, unless otherwise agreed in writing, continue to supply the Services as if the request or requirement had not been made.
- 7.16 Any discussions which may take place between the NCTL and the Provider concerning a requirement for a Change before the authorisation of a resultant Change to the Services shall be without prejudice to the rights of

either Party.

7.17 Any Change to the Services undertaken by the Provider, its Sub-Providers or agents which has not been authorised in advance in writing by the NCTL and which has not been otherwise agreed in writing in accordance with this Change Control Procedure shall be undertaken entirely at the expense and liability of the Provider.

8 In respect of Changes proposed by the Provider ("Provider Notice of Change"):

8.1 If the Provider wishes to introduce a Change to the Contract, it must serve a Provider Notice of Change on the NCTL.

8.2 The Provider Notice of Change must:

- a) set out the proposed Change in sufficient detail to enable the NCTL to evaluate it in full;
- b) specify the Provider's reasons for proposing the Change;
- c) request the NCTL to consult with the Provider with a view to deciding whether to agree to the Change and, if so, what consequential changes the NCTL requires as a result;
- d) indicate any implications of the Change;
- e) indicate, in particular, whether a variation to the Charges is proposed (and, if so, give a detailed cost estimate of such proposed change); and
- f) indicate if there are any dates by which a decision by the NCTL is critical.

8.3 The NCTL shall evaluate the Provider's proposed change in good faith, taking into account all relevant issues, including whether:

- a change in the Charges will occur;
- g) the Change affects the quality of the Services or the likelihood of successful delivery of the Services more generally;
- h) the Change will interfere with the relationship of the NCTL with third parties;
- i) the Change materially affects the risks or costs to which the NCTL is exposed; or
- j) the Change would, if implemented, result in a change in the nature of the Services.

8.4 As soon as practicable (but no later than 15 (fifteen) days) after receiving the Provider Notice of Change, the Parties shall meet and discuss the

matter referred to in it. During their discussions the NCTL may propose modifications, accept, or reject the Provider Notice of Change.

- 8.5 If the NCTL accepts the Provider Notice of Change (with or without any modification agreed with the Provider), the relevant Change in the Services shall be implemented within twenty one (21) days of the NCTL's acceptance or such other period as the Parties consider acceptable in the circumstances, provided that the Provider may withdraw the Provider Notice of Change for any reason at any time until the NCTL issues a CCN in respect of the Change proposed in such notice. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract or any relevant sub-contract which are necessary to give effect to the Change. The NCTL will issue a Contract Change Control Note (CCN).
- 8.6 If the NCTL rejects the Provider Notice of Change, it shall advise the Provider of the criteria set out in Paragraph 8.3 upon which its decision for such a rejection is based.
- 8.7 Unless specified otherwise in the relevant CCN, there shall be no change to the Charges because of a Change proposed by the Provider.
- 8.8 If the Change proposed by the Provider causes or will cause the Provider's costs or those of a Sub-Provider to decrease in the short-term or long-term, then there shall be a decrease in the Charges such that the Provider agrees to share on an equal basis actual cost savings realised by the Provider as a result of a Change proposed by the Provider.

## Contract Change Control Note (CCN)

<b>Contract Number</b>	<b>RD1043New contract reference from REDIMO2</b>	<b>NCTL Contract / Programme Manager</b>  [insert Name]
<b>Provider</b>	[insert supplier name]	<b>Original Contract Value (£)</b>
<b>Contract Start Date</b>	[insert start date]	<b>Contract Expiry Date</b>  [insert contract expiry date]

<b>Variation Requested</b>	
<b>Originator of Variation</b> (tick as appropriate)	NCTL <input type="checkbox"/> Provider <input type="checkbox"/>
<b>Date</b>	
<b>Reason for Variation</b>	
<b>Summary of Variation</b> (e.g. specification, finances, contract period)	
<b>Date of Variation commencement</b>	
<b>Date of Variation expiry</b> (if applicable)	

<b>Total Value of Variation £</b> <b>(if applicable)</b>	
<b>Payment Profile (if applicable)</b> <b>e.g. milestone payments</b>	
<b>Revised daily rate (if applicable)</b>	
<b>Impact on original contract</b> <b>(if applicable)</b>	
<b>Supporting Information</b> <b>(please attach all supporting documentation for this Change Control)</b>	
<b>Terms and Conditions</b>	Save as herein amended all other terms and conditions of the Original Contract [RD1043] shall remain in full force and effect.

<b>Variation Agreed</b>	
<b>For the Provider:</b>  <b>Signature.....</b>   <b>Full Name.....</b>   <b>Title.....</b>   <b>Date.....</b>	<b>For the NCTL:</b>  <b>Signature.....</b>   <b>Full Name.....</b>   <b>Title.....</b>   <b>Date.....</b>

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

To be entered by the Commercial department:			
<b>Commercial Contact</b>		<b>Reference Number</b>	<b>RD1043</b>
<b>Date received</b>		<b>EC Reference</b>	

## **Schedule 7**

### **The NCTL's Obligations**

#### **The NCTL shall:**

- Approve all press releases and media statements via its Media Relations Team
- Approve all messaging and materials that the Provider develops for marketing purposes before use
- Sign off the assessment process developed by the Provider in collaboration with the NCTL
- Develop in collaboration with the Provider, a quality assurance framework for this programme which, following agreement on QA tools and processes, the Provider shall implement within the Programme
- Commission independent third parties to carry out a Longitudinal Evaluation of this programme
- Use evidence gathered through the NCTL QA processes, the longitudinal evaluation of this programme and the tracking of alumni to inform programme development, and manage programme development in collaboration with the Provider
- Share information that can help the Provider to improve their understanding of school leaders and the marketplace and develop their provision to higher levels of service and customer satisfaction
- As Data Controller for the programme, ensure data accuracy and security according to the Data Protection Act and **Schedule 10**
- Proactively manage the contract, including managing change to the Contract and reviewing the Provider's performance
- Be responsible for all costs it incurs in relation to any accrediting or approving it undertakes in relation to this Contract.
- Sign off/approve in advance any marketing activities and spend as set out in the Marketing plan (**Appendix 6**)

Where there is an obligation on the NCTL to approve any process or material, the NCTL aims to provide comments or objections in relation to any materials or processes within 7 working days from receiving such information, unless otherwise agreed between the Parties. In the event that the NCTL fails to



**High Potential Middle Leaders (Secondary) Contract - RD1043**

respond within 10 working days of receiving such unless otherwise agreed between the Parties, the NCTL will be deemed to have supplied such approval.

## Schedule 8

### Key Personnel and Key Sub Providers

#### Key Personnel

In accordance with **Clause 15** (Personnel and Sub-Providers) of this Contract the following individuals listed in the table below shall be considered Key Personnel:

This Schedule shall be finalised at contract clarification/fine tuning stage and will be comprised of the Specification issued with the ITT.

Name	Role	Period of Involvement
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

#### Key Sub-Providers

In accordance with **Clause 15** (Personnel and Sub-Providers) of this Contract the following individuals listed in the table below shall be considered Key Sub-Providers.

In accordance with **Clause 18** (Assignment and Supply Chain Rights) of this Contract, the Provider is entitled to Sub-contract its obligations under this Contract to the following Sub-Providers listed in the table below to be agreed at contract award stage.

This Schedule shall be finalised at contract clarification/fine tuning stage and will be comprised of the Specification issued with the ITT.

**High Potential Middle Leaders (Secondary) Contract - RD1043**

Key Sub-Provider Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price expressed as a percentage of total projected Charges over lifetime of the Agreement	Role in delivery of the Services
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

## Schedule 9

### Step In Rights

#### Step In Rights

<b>"Default"</b>	any material breach of this Contract or any other event such as would entitle the other party to terminate this Contract in accordance with <b>clause 12</b> of Schedule 2;
<b>"Delay"</b>	the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to achieve a milestone;
<b>"Insolvency Event"</b>	<p>(a) the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ol style="list-style-type: none"> <li>1. the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;</li> <li>2. the appointment of an administrator of, or, the making of an administration order in relation to, the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;</li> <li>3. the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;</li> <li>4. the entity being unable to pay its debts or being deemed unable to</li> </ol>

	<p>pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>5. the entity entering into any arrangement, compromise or compromise or composition in satisfaction of its debts with its creditors;</p> <p>however, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event; and amalgamation shall not amount to an Insolvency Event;</p>
<b>"Regulatory Bodies"</b>	<p>those government NCTLs and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the NCTL and <b>"Regulatory Body"</b> shall be construed accordingly;</p>

## Introduction

- 1 The NCTL may take action under this Schedule in the following circumstances:
  - 1.1 there is a Default;
  - 1.2 there is a Default by the Provider that is materially preventing or materially delaying the performance of the Services or Project or any part of the Services or Project;
  - 1.3 there is a Delay that has or the NCTL reasonably anticipates will result in the Provider's failure to achieve a milestone;
  - 1.4 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or Project or any part of the Services or Project;
  - 1.5 where the Provider is not in breach of its obligations under this Contract

but the NCTL reasonably considers that the circumstances constitute an [emergency] [If possible, please elaborate / provide examples];

- 1.6 where a Regulatory Body has advised the NCTL that the exercise by the NCTL of its rights under this clause is necessary;
- 1.7 because a serious risk exists to the health or safety of persons, property or the environment;
- 1.8 to discharge a statutory duty; and/or
- 1.9 on the occurrence of an Insolvency Event in respect of the Provider.

**2 Action To Be Taken Prior To Exercise Of The Right Of Step-in**

- 2.1 Before the NCTL exercises its right of step-in under this Schedule it shall permit the Provider the opportunity to demonstrate to the NCTL's reasonable satisfaction within 30 days of receipt of written notice from the NCTL giving particulars of the situation and (where relevant) requiring it to be remedied [Note: this is to bring this provision in line with our existing secondary schools contract] that the Provider is still able to provide the Services or Project in accordance with the terms of this Contract and/or remedy the circumstances giving rise to the right to step-in without the requirement for the NCTL to take action.
- 3 If the NCTL is not satisfied with the Provider's demonstration pursuant to clause 2 the NCTL may:**
- 3.1 where the NCTL considers it expedient to do so, require the Provider by notice in writing to take those steps that the NCTL considers necessary or expedient to mitigate or rectify the state of affairs giving rising to the NCTL's right to step-in;
  - 3.2 appoint any person to work with the Provider in performing all or a part of the Services or Project (including those provided by any Sub-Provider); or
  - 3.3 take the steps that the NCTL considers appropriate to ensure the performance of all or part of the Services or Project (including those provided by any Sub-Provider).
- 4 The Provider shall co-operate fully and in good faith with the NCTL, or any other person appointed in respect of clause 3.2, and shall adopt any reasonable methodology in providing the Services or Project recommended by the NCTL or that person.**

**5 Exercise of the Right of Step-in**

If the Provider:

5.1 fails to confirm within 10 Business Days of a notice served pursuant to **clause 3.1** that it is willing to comply with that notice; or

5.2 fails to work with a person appointed in accordance with **clause 3.2**; or

5.3 fails to take the steps notified to it by the NCTL pursuant to **clause 3.3**,

then the NCTL may take action under this clause either through itself or with the assistance of third party contractors, provided that the Provider may require any third parties to comply with any confidentiality undertaking.

6 If the NCTL takes action pursuant to **clause 5**, the NCTL shall serve notice ("Step-in Notice") on the Provider. The Step-in Notice shall set out the following:

6.1 the action the NCTL wishes to take and in particular the Services it wishes to control;

6.2 the reason for and the objective of taking the action and whether the NCTL reasonably believes that the primary cause of the action is due to the Provider's Default;

6.3 the date it wishes to commence the action;

6.4 the time period which it believes will be necessary for the action;

6.5 whether the NCTL will require access to the Provider's premises;

6.6 to the extent practicable, the effect on the Provider and its obligations to provide the Services during the period the action is being taken.

7 Following service of a Step-in Notice, the NCTL shall:

7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve (together, the "Required Action");

7.2 keep records of the Required Action taken and provide information about the Required Action to the Provider;

7.3 co-operate wherever reasonable with the Provider in order to enable the Provider to continue to provide any Services in relation to which the NCTL is not assuming control; and

7.4 act reasonably in mitigating the cost that the Provider will incur as a result of the exercise of the NCTL's rights under this clause.

8 For so long as and to the extent that the Required Action is continuing, then:

- 8.1 the Provider shall not be obliged to provide the Services or Project to the extent that they are the subject of the Required Action;
- 8.2 subject to **clause 9** below, the NCTL shall pay to the Provider the Charges after the deduction of any applicable Service Credits – [Delay Payments] and the NCTL's reasonable costs of taking the Required Action.
- 9 If the Required Action results in:
  - 9.1 the degradation of any Services or Project not subject to the Required Action; or
  - 9.2 the non-achievement of a milestone,  
beyond that which would have been the case had the NCTL not taken the Required Action, then the Provider shall be entitled to an agreed adjustment of the Charges, provided that the Provider can demonstrate to the reasonable satisfaction of the NCTL that the Required Action has led to the degradation or non-achievement.
- 10 Not less than 30 Business Days before ceasing to exercise its step in rights under this clause the NCTL shall deliver a written notice to the Provider ("Step-Out Notice"), specifying:
  - 10.1 the Required Action it has actually taken; and
  - 10.2 the date on which the NCTL plans to end the Required Action ("Step-Out Date") subject to the NCTL being satisfied with the Provider's ability to resume the provision of the Services or Project and the Provider's plan developed in accordance with **clause 11**.
- 11 The Provider shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the Step-Out Date, develop for the NCTL's approval a draft plan ("Step-Out Plan") relating to the resumption by the Provider of the Services or Project, including any action the Provider proposes to take to ensure that the affected Services or Project satisfy the requirements of this Contract.
- 12 If the NCTL does not approve the draft Step-Out Plan, the NCTL shall inform the Provider of its reasons for not approving it. The Provider shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the NCTL for the NCTL's approval. The NCTL shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
  - 12.1 The Provider shall bear its own costs in connection with any step-in by the NCTL under this Schedule, provided that the NCTL shall reimburse the Provider's reasonable additional expenses incurred directly as a result of



any step-in action taken by the NCTL under **clauses 1.4 or 1.5**; or

- 12.2 clauses 1.6, 1.7 and 1.8** (insofar as the primary cause of the NCTL serving the Step-In Notice is identified as not being the result of a Provider's Default).

## Schedule 10

### Data, Systems Handling and Security

#### Definitions

"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Provider Personnel"	all employees, agents and contractors of the Provider and/or of any Sub-contractor;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"NCTL Assets"	includes but is not limited to NCTL premises, IT systems and information with a classification up to confidential.
"Data Protection Act" ("DPA")	the Data Protection Act 1998 and equivalent successive legislation
"Data", "Data Processor", "Personal Data", "Sensitive Personal Data", "Subject", "Process" and "Processing"	shall have the meanings given to those terms by the Data Protection Act 1998
"Data controller"	A person who, either alone or jointly or in common with other persons, determines the purposes for which and the manner in which any personal data are, or are to be, processed.
"Data controller in common"	The term ' <i>in common</i> ' applies where two or more persons share a pool of personal data that they process independently of each other.
"Data Subject"	a living individual to whom personal data relates

<b>"ICT"</b>	information and communications technology;
<b>"ICT Environment"</b>	the NCTL's ICT system and the Provider's ICT system;
<b>"Malicious Software"</b>	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;
<b>"NCTL for Teaching and Leadership" ("NCTL")</b>	an executive agency, sponsored by the Department for Education and party to this contract. Also refers to subsequent body if succession occurs during the contract term
<b>"Personal Data/Information"</b>	data/information relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is, or is likely to be held.
<b>"Personnel Standard"</b>	<b>Security</b> a government wide requirement including checks on identity, employment history, nationality and immigration status and declaration of unspent criminal records.
<b>"Regulatory Bodies"</b>	those government NCTLs and regulatory, statutory and other entities, communities and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the NCTL and the "Regulatory Body" shall be construed accordingly.
<b>"Security Plan"</b>	the provider's security plan prepared as part of their tender and included as a schedule (Security Requirements) to the Contract;
<b>"Security Policy"</b>	the NCTL's security policy annexed to the Security Requirements schedule as updated from time to time.

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

## **1. DPA**

1.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the NCTL is the Data Controller and that the Provider is the Data Processor. For the purposes of this **Clause 1**, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA.

1.1.1 The parties recognise that they may handle Personal Data. Both parties shall comply with their legal obligations under the DPA.

1.1.2 The Provider must comply with its legal obligations under the DPA and shall notify the NCTL as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking this Contract.

1.2 Insofar as the Provider is processing Personal Data as a Data Processor for the NCTL as a consequence of undertaking this Contract the Provider shall:

1.2.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

1.2.2 Process the Personal Data only in accordance with instructions from the NCTL (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the NCTL to the Provider during the period of the Contract);

1.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

1.2.4 Take reasonable steps to ensure the reliability of any Provider Personnel who have access to the Personal Data;

1.2.5 Obtain prior written consent from the NCTL in order to transfer the

Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

- 1.2.6 Ensure that all Provider Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this **Clause1**;
- 1.2.7 Ensure that none of Provider Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the NCTL;
- 1.2.8 Notify the NCTL within two Business Days if it receives
  - 1.2.8.1 a request from a Data Subject to have access to that person's Personal Data;
  - 1.2.8.2 a complaint or request relating to the NCTL's obligations under the Data Protection Legislation
- 1.2.9 Provide the NCTL with full cooperation and assistance in relation to any complaint or request made, including by:
  - 1.2.9.1 providing the NCTL with full details of the complaint or request;
  - 1.2.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the NCTL's instructions;
  - 1.2.9.3 providing the NCTL with any Personal Data it holds in relation to a Data Subject (within the timescales required by the NCTL); and
  - 1.2.9.4 providing the NCTL with any information requested by the NCTL;
- 1.2.10 Permit the NCTL or any duly authorised representative of the NCTL (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the NCTL to enable the NCTL to verify and/or procure that the Provider is in full compliance with its obligations under this Contract;
- 1.2.11 Provide a written description of the technical and organisational methods employed by the Provider for processing Personal Data (within the timescales required by the NCTL); and
- 1.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Effective Date, the Provider (or any Sub-contractor) wishes to Process and/or transfer any Personal

Data outside the European Economic Area, the following provisions shall apply:

- 1.2.12.1 the Provider shall submit a request for change to the NCTL which shall be dealt with in accordance with the Change Control Procedure
- 1.2.12.2 the Provider shall set out in its request for change details of the following:
  - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
  - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
  - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
  - (d) how the Provider will ensure an adequate level of protection and adequate safeguards (in accordance with the DPA and in particular so as to ensure the NCTL's compliance with the DPA) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
- 1.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current NCTL, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and
- 1.2.12.4 the Provider shall comply with such other instructions and shall carry out such other actions as the NCTL may notify in writing, including:
  - a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under its data protection legislation) in this Contract or a separate data processing agreement between the parties; and
  - b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the

recipient on such terms as may be required by the NCTL, which the Provider acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under its data protection legislation).

1.3 Insofar as the Provider processes personal data for its own administrative purposes, whilst undertaking this Contract the Provider shall

1.3.1 comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the NCTL to breach any of its applicable obligations under the DPA.

## 2. NCTL's Data

### Definitions

<b>"NCTL's Data"</b>	(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, and: (i) which are supplied to the Provider by or on behalf of the NCTL; or (ii) which the Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) which are any Personal Data for which the NCTL is the Data Controller;
<b>Staff Vetting Procedures</b>	NCTL's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

2.1 The Provider shall employ appropriate organisational, operational and technological processes and procedures to keep the NCTL's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures

adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the NCTL.

- 2.2 The Provider shall not delete or remove any proprietary notices contained within or relating to the NCTL's Data.
- 2.3 The Provider shall not store, copy, disclose, or use the NCTL's Data except as necessary for the performance by the Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the NCTL.
- 2.4 To the extent that the NCTL's Data is held and/or processed by the Provider, the Provider shall supply the NCTL's Data to the NCTL as requested by the NCTL in the format specified by the NCTL.
- 2.5 The Provider shall take responsibility for preserving the integrity of the NCTL's Data and preventing the corruption or loss of the NCTL's Data.
- 2.6 The Provider shall ensure that any files containing the NCTL's Data are stored on the Provider's secure servers and/or secured IT equipment. The Provider shall ensure that the NCTL's Data relating to the Contract is segregated from other data on their IT systems.
- 2.7 The Provider shall not keep the NCTL's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESSG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the NCTL's Data should be encrypted to the FIPS 140-2 Standard.
- 2.8 The Provider shall keep an audit trail of where the NCTL's Data is held, including hardware, laptops, drives and devices.
- 2.9 The Provider shall ensure that the NCTL's Data is stored in locked cabinets and is accessed only by the Provider's authorised Personnel.
- 2.10 The Provider shall ensure that the NCTL's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the NCTL's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by



cross-cut shredding and secure re-cycling of the resulting paper waste.

- 2.11 The Provider shall perform secure back-ups of all the NCTL's Data and shall ensure that up-to-date back-ups are stored off-site. The Provider shall ensure that such back-ups are available to the NCTL at all times upon request.
- 2.12 The Provider shall ensure that any of the NCTL's Data to be sent between the Provider's offices/staff, and/or any Sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Provider shall ensure that the password for files is sent separately from the data to the named recipient of the data. The NCTL's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 2.13 If the NCTL's Data is corrupted, lost or sufficiently degraded as a result of the Provider's Default so as to be unusable, the NCTL may:
- 2.13.1 require the Provider at the Provider's expense to restore or procure the restoration of the NCTL's Data as soon as practicable and/or
- 2.13.2 itself restore or procure the restoration of the NCTL's Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so.
- 2.14 If at any time the Provider suspects or has reason to believe that the NCTL's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Provider shall notify the NCTL immediately and inform the NCTL of the remedial action the Provider proposes to take.

### **3. Personnel Security Standard**

- 3.1 The Provider shall ensure that any personnel provided under this Contract including those of any Sub-contractors, who have unsupervised access to NCTL Assets meet the Personnel Security Standard and shall provide evidence that the checks have been performed on request. The HMG Baseline Personnel Security Standard can be accessed here:  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/200551/HMG Baseline Personnel Security Standard V3 2 Apr-2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)
- 3.2 A breach of this **Clause 3** shall entitle the NCTL to terminate the Contract immediately.

### **4. Security Requirements**

- 4.1 The Provider shall comply, and shall procure the compliance of the Provider Personnel, with the Security Policy and the Security Plan and the Provider shall ensure that the Security Plan produced by the Provider fully complies with the Security Policy.
- 4.2 The NCTL shall notify the Provider of any changes or proposed changes to the Security Policy.
- 4.3 If the Provider believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change request. In doing so, the Provider must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 4.4 Until and/or unless a change to the charges is agreed by the NCTL pursuant to **clause 5.3** the Provider shall continue to perform the Services in accordance with its existing obligations.

## **5. Malicious Software**

- 5.1 The Provider shall, as an enduring obligation throughout the period of the Contract, use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the Provider's ICT system.
- 5.2 Notwithstanding **clause 5.1**, 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 NCTL's Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 5.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of **clause 5.2** shall be borne by the Parties as follows:
  - 5.3.1 by the Provider where the Malicious Software originates from the Provider Software System, any software owned by a third party or the NCTL's Data (whilst the NCTL's Data was under the control of the Provider); and
  - 5.3.2 by the NCTL if the Malicious Software originates from the NCTL's Software or the NCTL's Data (whilst the NCTL's Data was under the control of the NCTL).

## **ANNEX 1 to Schedule 10**

### **NCTL SECURITY STANDARDS**

#### **Definitions:**

**“Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process” and “Processing”** shall have the meanings given to those terms by the Data Protection Act 1998

**“NCTL Data”** means any 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, paper or any other media, and which:

1. is provided to the Contractor by or on behalf of the NCTL in connection with the Contract,
2. the Contractor is required to generate, process, store or transmit pursuant to the Contract, or
3. is any Personal Data for which the NCTL is the Data Controller.

**“Good Industry Standard”** means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

**“NCTL Security Standards”** means the NCTLs specification for security that the Provider is required to deliver.

**“IT Security Health Check”** means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.

#### **NCTL Security Standards**

1. For contracts which require the handling or processing of NCTL Data (Business Impact Level 2 Personal Data and/or Business Impact Level 2 non-personal Data), the Provider shall assure the NCTL that they can comply with the NCTL Security Standards
2. The Provider will be expected to conform with ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) or any appropriate equivalent.
3. The Provider will adopt the Protective Marking Scheme of the UK Government (GPMS) in respect of any NCTL Data being handled in the course of providing the Services, and will handle this data in accordance with its protective marking and Impact Level. (In the event that the Provider has an existing Protective Marking Scheme the Provider may continue to

use this but must map the GPMS against it to ensure the correct controls are applied to the NCTL Data);

4. NCTL Data being handled in the course of providing the Services must be segregated from other data on the Provider's own IT equipment to protect the NCTL Data and enable it to be securely deleted when required. In the event that it is not possible to segregate the NCTL Data then the Provider is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with **clause 2.10** of Schedule 10.
5. The Provider will have in place and maintain physical (e.g. door access) and logical (e.g. identification and authentication) access controls to ensure only authorised access to NCTL Data;
6. The Provider will have in place and maintain technical safeguards to protect NCTL Data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software;
7. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme, and the method shall be approved by the NCTL prior to being used for the transfer any NCTL Data. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
8. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way NCTL Data (*where the data is deemed to be personal and/or sensitive*) to deliver and support the service, shall be under the configuration management of the (sub-) contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using an product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme
9. All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way NCTL Data to deliver and support the service, shall be under the configuration management of the sub-contractors providing the service, shall be necessary to deliver the service, and shall and shall be full-disk encrypted using an product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.

10. Storage of NCTL Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement;
11. All paper holding NCTL Data must be securely protected whilst in the Contactor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.
12. Paper documents containing NCTL Data shall be transmitted, both within and outside the Provider's premises in such a way as to ensure that no unauthorised person has access.
13. At the end of the contract or in the event of failure or obsolescence, all equipment holding NCTL Data must be securely cleansed or destroyed using a CESG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes then the Provider must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed.
14. Access by Provider Personnel to NCTL Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All Provider Personnel with direct or indirect access to NCTL Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personal Security Standard (BPSS): Details of the standard are available at the Cabinet Office website <http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>
15. All Provider Personnel who handle NCTL Data must have annual awareness training in protecting information;
16. The Provider must have robust and BS25999 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Contract is not adversely affected in the event of an incident or crisis;
17. Any non-compliance with NCTL Security Standards, or any suspected or actual breach of the confidentiality or integrity of NCTL Data being handled in the course of providing the Services, shall be immediately escalated to the NCTL by a method agreed by both parties;
18. The Provider shall ensure that any IT systems and hosting environments that are used to hold NCTL Data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to IT Security Health Checks;
19. The Provider shall keep an audit trail of where the NCTL's Data is held, including hardware, laptops, drives and devices. The NCTL reserves the right to audit the Provider with 24 hours' notice in respect to the Provider's compliance with this Schedule;

20. The Provider shall contractually enforce all these NCTL/Department Security Standards onto any third party suppliers, Sub-contractors or partners who could potentially access NCTL Data in the course of providing or assisting the Provider with the provision of the Services.

**Schedule 11****TUPE**

Initial information provided by incumbent contractors suggests that a relevant transfer will take place for the purposes of the TUPE regulations and that the following numbers of staff may be in scope to transfer. We have obtained this information from incumbent contractors to facilitate tenderers in preparing their bids and cannot warranty its accuracy or completeness. We expect tenderers to rely on the results of their own due diligence and legal analysis as to whether TUPE applies and the consequences that may entail.

Should there be any revisions to this then the provider will inform NCTL as soon as possible of any impact in respect of the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply.

**This Schedule shall be finalised at contract clarification/fine tuning stage**

<b>Region</b>	<b>Role</b>	<b>Number(s) of Staff</b>	<b>Time Allocated to working on the contrac (FTE)</b>
South	Fellows Programme Manager	1	1.0
	Fellows Senior Associate	1	1.0
	Fellows Programme Coordinator	6	6.0
North	Fellows Programme Manager	1	1.0
	Fellows Senior Associate	1	1.0
	Fellows Programme Coordinator	5	5.0
North East	Fellows Programme Coordinator	1	1.0
Midlands	Fellows Programme Manager	1	1.0
	Fellows Senior Associate	1	1.0
	Fellows Programme Coordinator	3	3.0

## **Schedule 12**

### **Commercially Sensitive Information**

**This Schedule shall be finalised at contract clarification/fine tuning stage and will be comprised of the information issued with the ITT.**

1. Schedule 3 – Table 4 and its footnotes (this is commercially sensitive information);

NB – the overall value of the contract is presumably displayed elsewhere and we are happy to have that displayed if the NCTL would like

2. Schedule 8 – personal data of Key Personnel (personal information); sub-contractor schedule and pricing (commercially sensitive)
3. Schedule 11 – staff information (commercially sensitive)
4. Appendix 2 – cost table and notes (commercially sensitive costs information; personal data)
5. Appendix 4 - whole appendix- commercially sensitive information
6. Appendix 8 – whole appendix- commercially sensitive and imparted in confidence
7. Appendix 9 – whole appendix- commercially sensitive information



## Schedule 13

### The Provider's Solution

**This Schedule shall be finalised at contract clarification/fine tuning stage and will be comprised of the response to the ITT**

**ITT closing date: 5 May 2015 (10am)**

**9.1 Please provide details of your proposal to assess and select the high potential secondary middle leaders. (18%) 2000 words.**

9.1 (2134 words)

#### **Recent and relevant experience**

Teaching Leaders has extensive experience of assessing high potential middle leaders. Since 2011, we have assessed and selected over 1,500 high potential secondary and primary middle leaders [REDACTED]

We have the infrastructure, systems, processes and personnel in place to mobilise and deliver the process and maximise efficiencies to reduce cost.

- **Infrastructure:** call centre to manage incoming enquiries, video and recording equipment to QA assessment centres, [REDACTED] in London
- **Systems:** online application portal for candidates, assessment centre booking system and assessment system for marking and giving feedback to candidates
- **Processes:** high quality 2-day training process [REDACTED], ongoing QA of assessors, rigorous activity design and moderation
- **Key personnel:** retain key staff at Teaching Leaders and [REDACTED] who run the current process, 66 trained assessors, 50% with over two years' experience in assessment and 26 QA staff.

We have the expertise to ensure that the activities accurately reflect the competencies and skills which differentiate high-potential middle leaders and ensure a fair and transparent process:

- Experience using a 3-stage model (online application form, headteacher support form and assessment centre) assessing against 11 competencies [REDACTED]

- Developed a database of past scores to evidence the 'potential' competencies that best indicate future high 'performance' on the programme
- Built a tried and tested process for setting a quality bar for acceptance onto the programme.

We know the assessment process is effective in selecting the right people for the programme:

- 90% retention of middle leaders selected for the programme
- Consistent 67% success rate through assessment process over last three cohorts
- 12.5% of 2013 and 2014 cohorts from BAME backgrounds and 62.5% female
- Applicants' feedback shows that the assessment centre is a challenging but developmental process.

### **Proposed assessment and selection model**

We will retain the 11 competencies and the same stage 1 and 2 process but reduce the assessment centre from four to two extended activities resulting in a robust but more cost effective process. [REDACTED] has designed and validated new activities which target the growth competencies which are the strongest predictors of high potential middle leaders. They include:

- Focused interview: extended, in-depth, behavioural interview around past scenarios which [REDACTED] [REDACTED] shows are the best predictors of future performance
- Presentation activity: middle leadership case study, presentation, questions and answers.

We have tested this model for the 2015 cohort and applicant performance shows that competency scores and success rates from windows 1 and 2 across 250 middle leaders are consistent with previous cohorts and our data base.

We have reduced costs from £1000 to £680 per successful candidate by assessing 24 candidates per day compared to 16 previously, removing the role-play which required actors and increasing our economies of scale.

It will inform the professional development of participants as we have redesigned the Leadership Competency Framework to include the 11 competencies aligning outcomes from the assessment process with their development pathway. We will collect Teacher Reference Numbers on

application so we can track career progression against the Workforce Census to evaluate the success of the programme.

### Participant Profile

The participant profile we look for is determined by the four areas of skills and experience which drive pupil impact:

1. **Moral purpose/commitment to challenging schools:** candidates must demonstrate the impact they want to have on disadvantaged children in the application form and focused interview. They must also commit to stay in the school for two years to implement their impact project.
2. **Role impact:** candidates must have a confirmed role, leading at least two teachers with oversight for teaching or pastoral care to give them the potential to have an impact. We check this in stage 1 and in depth in the interview.
3. **Leadership potential:** they must perform strongly in the 'growth' competencies. [REDACTED] research correlates with our own evidence from assessing 1,500 middle leaders, which show that curiosity and eagerness to learn, self-awareness, relating to others and conceptual thinking are the key drivers of future high performance. We expect above average scores for these.
4. **School support:** the middle leader requires the support of the headteacher and Senior Leadership Team (SLT) in their school as we have found lack of SLT support is one of the greatest barriers to middle leader impact.

We have found that the programme most benefits middle leaders who are strong teachers with a minimum of five years' teaching experience, and are in their first three years of middle leadership.

### Qualities of assessors

At all stages we will have standard and senior assessors. At stages 1 and 2, standard assessors will mark online applications which will have an anonymous ID to ensure fairness, and senior assessors will QA a random 20% sample.

At stage 3 standard assessors will assess the activities. They will have strong analytical skills, the ability to capture evidence and mark objectively, ask non-leading questions, and judge the validity of evidence. Senior assessors will centre manage the assessment centres, oversee and QA activities, and manage scoring discussions. Candidates will be observed by a minimum of two trained assessors and activities will be recorded for sampling for QA and

validation in the case of any appeal.

### **School-led**

We are committed to using school leaders in all parts of our programme and will target 25% of all assessors at stage 3 to be school leaders.

At stages 1 and 2 it is more cost efficient and consistent to use Teaching Leaders staff as standard assessors do not require school leadership experience. At stage 3, we can use more school leaders where their experience will help to judge the evidence from candidates. We will prioritise the recruitment of school leaders from our partner school network, including over 1,000 school leaders who have been in-school liaisons, school facilitators and alumni. As a second priority, we will invite school leaders [REDACTED] [REDACTED] who intend to train as assessors for the end of programme viva.

As a key skill at stage 3 is objectivity and knowledge of the activities, we will ask all schools leaders to attend and pass the two days of [REDACTED], and be quality assured in their first or second assessment. This will mitigate the potential risk that school leaders rely on their experience rather than the scoring rubric. They would also need to commit to two days assessing for free in year 1 as repayment for their training. We could increase beyond 25% but would need additional funding, as training and managing school leaders requires additional investment of time and resource.

### **School recruitment processes**

We will have three recruitment windows which are targeted at the different needs of school leaders throughout the year. We will move the windows earlier in the year as a key barrier is applicants' availability for the Residential, so we want to ensure they know about this early.

- Window 1 (pre-Christmas deadline): partner schools who re-nominate and leads from the previous year who were unable to apply
- Window 2 (Easter deadline): new schools in existing areas and schools in new priority areas
- Window 3 (May half-term): final deadline prior to May resignation deadline.

We will have one reserve deadline after May half-term to allow headteachers to nominate middle leaders who are new to role after the resignation deadline which will act as a contingency for our recruitment targets.

### **Selection strategy**

Our mission is to address educational disadvantage in schools in challenging contexts. We currently use the same criteria referenced in the tender requirements to identify schools with significant socio-economic deprivation, achievement gap or underperformance.

We will work with NCTL to review the eligibility criteria annually in order to use the most recent school performance data, such as Progress 8 and rolling 3-year averages of Pupil Premium children to ensure that the most disadvantaged cohort of schools are eligible.

We will review the distribution of schools annually based on updated KS4 data. Currently this gives a market size of 1,500 schools from which we will:

1. Map all eligible schools
2. Identify regions and areas with the highest concentrations of eligible schools
3. Identify hotspots with clusters of schools with disproportionate need
4. Rank and prioritise these hotspots based on the highest deprivation, lowest achievement and strength of local networks
5. Agree prioritisation with NCTL.

We currently have participants in 35% of all eligible schools and have increased our reach from two government regions in 2011 to all nine in 2015. The distribution of participants is strongest in our initial regions; London (52%) and the North-West (46%). They are lowest but growing rapidly in our newest regions; East Midlands (16%), East of England (27%) and South-West (new in 2015).

Our strategy for the next three cohorts is to reach 65% of all eligible schools with 100% systemic coverage so all challenging schools in the country can access the programme. We will do this through differentiated regional strategies to increase penetration above 50% in all regions:

1. **High penetration (>45%):** maintain current application cap on London, increasing re-nominations from current partner schools
2. **Medium penetration (30-45%):** dual strategy to firstly, reach new schools in West Midlands, Yorkshire and Humber, North East and South East, and secondly, deepen penetration in current partner schools
3. **Low penetration (<30%):** allocate disproportionate marketing effort to new regions, to fill in delivery gaps and grow penetration in South West, East Midlands and East of England to 50%.

The key factor in increasing uptake is also to locate a delivery hub in the local area. Through our flexible delivery model and partnerships with Teaching School Alliances, we have increased our local hub delivery from 3 in 2011 to 18 in 2015.

## Hotspots

We will target specific hotspots in more isolated rural and coastal parts of the country, but also towns and cities, which have the highest levels of deprivation and lowest percentages of pupils in good or outstanding schools. We have targeted and reached 15 hotspots (Middlesbrough, Hull, West Yorkshire, Liverpool, Birmingham, South Yorkshire, Nottingham, Coventry, Stoke, Norfolk, Essex, Canterbury, Eastbourne, Southampton and Greater Manchester) over the past few years by building trust with key local influencers, and building a presence by hosting events and attending local conferences.

For the 2016 and 2017 cohorts, we will identify five hotspots annually which we will agree with NCTL. We currently intend to target hotspots such as Barnsley, Medway, Suffolk, Portsmouth, Lincolnshire and Isle of Wight.

## Coach selection and recruitment

We have an experienced coaching team with 73 existing coaches and 70% have coached on multiple cohorts. Due to turnover of existing coaches and growth of the programme we will need 40 additional coaches.

Coaches must have credible school leadership experience and up to date school knowledge, given middle leaders' responsibilities are changing. We have three strands to our recruitment strategy:

1. Invest in, develop and retain our strongest existing coaches
2. Review the knowledge and performance of existing coaches' who have been out of school for 4+ years
3. Attempt to fill any new gaps with serving school leaders.

We select through a rigorous two-stage process identifying the right attitudinal qualities, credibility, experience and skills. A telephone interview assesses their values and experience.

- Stage one: application form and telephone interview
- Stage two: rigorous assessment centre, including observed live coaching, focused interview, group discussion and feedback. The Head of Coaching moderates and quality assures each assessment.

## Coach engagement and support for participants

Coaches play a **critical role** in the participants' positive experience of the programme. Coaches provide Fellows with support on personnel challenges, implementing a vision, building their resilience, and ensuring Fellows use

evidence in their practice.

We have four areas of focus to maintain high quality coaching:

1. **Time to build rapport:** coaches meet their coachees at Induction Day and Residential
2. **Improving practice:** coaches have four development sessions a year to receive peer feedback and share ideas, and be updated on the programme/ school context.
3. **Consistency and quality assurance:** we provide coaching visit prompts to ensure national consistency and that coaching is linked to core training. We have a strong QA process through supervision, participant evaluations and bi-annual supervisions and line management by Regional Heads of Coaching.
4. **Closing the gap:** We will ensure all coaches have an up-to-date knowledge on Progress 8 and new measures and support participants to close the gap. A 2013 participant said about their coaching "[she] helps to identify students who are not achieving, examines why and discusses strategies that could be implemented."

**9.2 Please set out separately up to 3 options for the successful design and delivery of the proposed programme including an outline of how you will support participants on year 2 of the current programme (18%) 2500 words**

9.2 (2630 words)

Teaching Leaders has extensive experience of delivering high potential middle leadership programmes and has developed over 1,000 middle leaders through the current contract.

We know from participant feedback, research and policy changes that expectations of middle leaders have increased rapidly. Three areas are driving this change:

1. **Accountability:** as we move to Progress 8, the performance of more departments will become critical to overall school performance and Ofsted is explicitly monitoring the quality of middle leadership
2. **Autonomy:** many of the new freedoms given to schools (curriculum changes, assessment without levels, performance related pay) will be delegated to and implemented by middle leaders
3. **School-led system:** groups of schools, Multi-academy Trusts (MATs) and Teaching School Alliances (TSAs) are creating larger management and leadership structures with more varied and wider middle leadership roles.

At the same time, the training, systems and processes in schools, MATS and

TSA's are improving; which means that the expectations and leadership priorities of middle leaders starting the programme are higher. Leadership development needs have shifted from requiring basic skills to more advanced support in: producing gap analyses to identify underperformance, building staff development plans, using evidence to determine interventions and driving consistently outstanding teaching.

### **Programme model**

Our programme model retains many of the successful learning frameworks, structures and tools from the existing TL Fellows programme, but the changing needs and increased expectations of middle leaders have led us to re-design key elements of the programme.

1. **Area impact:** we have introduced a new more challenging leadership project – a project on improving in leadership, teaching quality, pupil progress and behaviour across the whole of a participant's responsibility (i.e. departments and key stages) – the Area Impact Plan (AIP). The impact project will expand the scope from a project for 100-200 pupils, to tracking all the pupils within the middle leader's responsibility. We know the most capable middle leaders are focusing on whole area improvement, rather than sub-groups, in order to drive sustained and embedded impact. Participant feedback shows that aligning the programme goals with middle leaders' department or pastoral self-evaluations (SEFs) will increase motivation, programme relevance and senior leadership engagement. Senior leaders will approve participant AIPs.
2. **End of programme assessment:** we have introduced a final, summative assessment viva to validate that all graduates are excellent middle leaders and have successfully implemented their AIPs. This will shift programme graduation from time-based to standards/impact-based and reflects middle leaders' increased expectations for achieving depth of impact on the programme. It will be a one hour interview, conducted by current school leaders, where the middle leader will demonstrate and evidence the improvements they have made to pupil progress, leadership, quality of teaching and behaviour. We will also introduce a baseline assessment at the first Challenge Day, a mid-point formative assessment (with peers and a senior leader in their school) during year 2, alongside the summative, external assessment at the end of year 2, after KS4 and KS5 results are published. We will develop a performance viva framework to assess middle leaders. Participants who do not meet the criteria will be given the option to be reassessed after guidance from Teaching Leaders and further self-directed development.



3. **Mastery project:** an action research project in year 2 to build participants' research skills and complement the AIP. They will implement and evaluate their interventions, share ideas within the network and test new approaches with peers. They will publish their research project at the end of year 2, generating evidence and contributing to practitioner-led research. [REDACTED] [REDACTED] will aggregate the analyses, which will be shared and disseminated at an end of programme conference and to the wider system through a new Teaching Leaders Portal (an online learning, sharing and networking site).

[REDACTED] **Personalised, accelerated curriculum:** we will differentiate the curriculum, offering core management skills to less experienced middle leaders. This will include a Foundations Challenge Day in the first term to build their core skills in data and management, which will be built on through online seminars. We will then increase the stretch of the core year 1 curriculum and allow more bespoke and peer-led learning in year 2. We will retain many of the core training elements of the programme to ensure all graduates have the same knowledge. The baseline viva and participants' Leadership Competency Framework (LCF) self-assessment and 360 will allow us to define learning needs. The LCF was redesigned in 2014 and is based on the [REDACTED]  
[REDACTED]  
[REDACTED]

5. **School engagement:** we will triangulate impact, reporting and assessment with the headteacher and school leadership to ensure buy-in and gain support for change, to ensure development and impact are in line with whole school needs.

We are proposing one model for the contract as we believe it offers the most intensive, stretching and high quality programme model. The model meets the detailed programme requirements, builds on and raises the bar from previous programme designs and can be delivered to 1780 participants across three cohorts within the allocated budget range.

### Face to face training

We strongly believe that the highest quality programme model maximises face to face events and development opportunities. We have conducted extensive reviews of the current programme with participants, school leaders and alumni, to understand which face to face elements add the greatest value and what can be delivered more flexibly through virtual and online learning.

We will retain 30+ days of face to face delivery over two years through delivery, coaching, residential learning, peer networks and personalised

learning experiences. We will continue to deliver all training out of school time, except the induction day which takes place in July, minimising the cost of covering absent teachers. However, we will also make key changes to focus on the highest impact interactions to increase value for money.

- **Residential:** we will retain the first five day residential at the start of year 1, integrating it with our TL Primary residential for cross phase networking. We will introduce a new, second residential weekend at the start of year 2 to introduce the mastery project and prepare them for the increased expectations and impact of year 2. Participant feedback was that this will inspire and refocus participants.
- **Coaching:** we will retain seven coaching visits per year, but have increased the flexibility to allow more frequent, shorter skype coaching where participants find that more helpful. We will ensure coaches are questioning participants on their impact and will require the last coaching visit of year 1 to be followed by a mid-programme review meeting with the participant, coach, headteacher and in-school liaison (ISL). They will discuss the middle leader's progress and plan how their mastery project will be aligned with the school goals.
- **Peer learning groups:** based on positive participant feedback from introducing new Joint Practice Development (JPD) groups in 2014, we will increase JPD sessions from 3 in year 1 to 6 in year 2 to increase peer and personalised learning. Participants value having a forum to share their best practice and knowledge with a practical way to improve their facilitation skills.
- **Seminars and Challenge Days:** we will use seminars and Challenge Day delivery to build and practice participant leadership and management skills. We will introduce the Practice Perfect model, developed by Doug Lemov, to use face-to-face training to practice and achieve mastery of core skills. We will differentiate seminars and add an additional Challenge Day for participants in their first middle leadership role ( 56% of 2014 participants). We will reduce the number of seminars in year 2 to provide more room for peer work on their mastery projects, increased number of JPDs and increased personalisation through online learning. Year 2 Challenge Days will practice for assessment vivas and peer challenge mastery projects.
- **Online training:** we will increase skill-based online modules, which will be followed up by in-person sessions to practice skills. Participants will select their online modules based upon a discussion with their coach and their weaker areas in the LCF 360.

### How we will deliver the programme

We will deliver the programme through a combination of leveraging our existing knowledge, infrastructure and expertise and building new strategic partnerships in new programme areas:

1. Leverage our existing knowledge, infrastructure and expertise:

- **Leadership Faculty:** brings in expert knowledge, to inform programme design and includes [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- **Facilitator and coach network:** utilises our existing pool of 163 facilitators (45% are school leaders or alumni, and pool of 73 coaches
- **Local delivery network:** utilise our 18 delivery hubs and partnerships with 30 TSAs nationally, to provide local delivery and school leader facilitator networks.
- **Online tools:** create a new online Portal, building on our experience from the current platform. The new Portal will allow participants to track and monitor their AIP, administer the LCF 360 and capture wider participant impact through the resource and networking pages of the site.

2. Build **strategic partnerships** to design and deliver specific new programme elements:

- **Assessment viva:** work with [REDACTED] to develop the viva framework and invite their members (46,500 senior leaders) to become assessors for the summative viva, ensuring the viva is delivered and validated by current school leaders.
- **Mastery project:** the [REDACTED] will design the project and train participants on how to undertake and disseminate their research project. [REDACTED] will ensure the mastery project is integrated with the AIP.
- **Online Portal:** [REDACTED]  
[REDACTED], will support the creation of a sophisticated online learning site. [REDACTED] will support the design of blended learning, sharing and dissemination of participant and programme content.
- **Inspiring speakers:** we will source speakers from our partners, for example [REDACTED] who have provided current and former athletes to discuss their leadership experiences.
- **Impact analysis:** [REDACTED] will design and deliver data training and provide comparator data sets for participants to evaluate their impact against.

**Support for residual participants**

As the current supplier of the programme, Teaching Leaders is best placed to

ensure continuity of delivery and impact for the 510 residual participants in their second year. We would bring the following benefits to increase retention and completion of the programme:

- **Retain key relationships:** participants will keep their coach who is central in providing personal support and continuity of impact on pupil achievement
- **Existing online systems:** 2015 participants will continue to use the same online platforms which store data and monitor their Impact Initiatives, analyse pupil progress data and share this information with their ISL and coach. Fellows will see their progress from start to finish on the 360 LCF.
- **Delivery continuity:** Fellows will complete the programme without repeating content, with trusted, high quality facilitators. We will hold sessions at the same venues negating any disruption of learning.
- **New programme elements:** we could introduce elements of the new mastery programme for their cohort, for example the viva, so they get the full benefit of these new initiatives
- **Alumni network:** participants can leverage and join the existing network of 400 alumni, access them for buddying/mentoring and join existing pastoral and subject networks after completing the programme
- **School relationships:** we already have contracts in place with all participants and their schools, have experience of collecting programme fees from schools and can maintain communication with the schools' senior leaders.

### Support and incentives

We believe there are two design elements that significantly enable success on the programme:

- **Mission:** moral purpose is central to participants' commitment and success on the programme. We will not select participants who do not want to impact on disadvantaged pupils
- **Challenge and impact:** participants work in their contexts because they are challenging and their feedback shows that increasing the expectations of the AIP will motivate participants to complete the programme.

We will maintain three areas of support to increase support and retention:

- **Coach and Programme Experience Manager:** key roles which provide participants with a personal point of contact to discuss any issues or challenges while on the programme
- **Network and alumni:** use JPD groups to further encourage peer support and sharing and buddy alumni with current participants to support them with impact.

- **Senior leadership:** participants report lack of school support as one of the main barriers to success. Schools will appoint an ISL to support the participant, we will increase SLT buy-in to the participant impact through the AIP and mid-point assessment, increase training for ISLs and improve communication between the coach and school. We will provide SLT with copies of a handbook written by Andy Buck on how senior leaders can maximise their middle leadership team.

Finally, we will also look at a range of incentives to encourage completion:

- **Accreditation:** we have arrangements for discounted masters in Educational Leadership at four universities [REDACTED] delivered through seminars and assignments which are coherent with the programme. The MAs from [REDACTED] are closely integrated with the AIP. Participants can also gain 30 masters credits from the [REDACTED] through completion of the Independent Study Module alongside their mastery project. We can offer the NPQML and will adapt to the new NCTL offer when the programme ends.
- **Alumni network:** on passing their viva, all participants will become part of a supportive alumni network. We will introduce a new Impact Extension Year directly after the programme so participants continue working towards extended impact goals for their pupils, will receive support and challenge from their JPD trio and wider network, and the opportunity to present their impact through a final report.

### Strategy for a sustainable model

We have three key areas to make the model sustainable and more school-led:

1. Train participants to become system leaders:
  - **Facilitating adult learning:** through practicing during facilitation training, JPD sessions and Fellow Exchange events (extended leadership themed TeachMeets). Each year participants will produce a development session which can be delivered to other middle leaders in their school. We will increase the percentage of alumni facilitators from 19% to 40%.
  - **Being reflective, developmental coaches:** participants received three sessions of coaching training and the opportunity to complete the [REDACTED] accreditation to coach others in school
  - **Advocating evidence based research methods:** through the completion and sharing of their [REDACTED] mastery projects with their team and other middle leaders. The [REDACTED] will deliver training on basing their AIPs on evidence at the Residential.
  - **Being data leaders:** delivering CPD in their school using the skills developed in their [REDACTED] training sessions.
2. Increase the role of school leaders:

- We will increase the total percentage of alumni and SSLs who are coaches and facilitators from 45% to 60%
- We will expect all participants to complete the Impact Extension Year as alumni, to communicate their impact and successes with the SLT, governors and other middle leaders.

**3. Integrate programme delivery into the Teaching Schools network:**

We deliver in 20 teaching schools nationally supporting the system and contributing to their income through catering costs. We have recently formed a partnership with the [REDACTED] further develop this.

- They are located across the county including Norwich [REDACTED] and Merseyside [REDACTED]
- We will identify host schools in our new priority areas Northumberland, Lincolnshire, and Suffolk for the 2015 cohort. By 2016 we will use 30 teaching schools nationally for delivery.

All of this will build capacity and systems to enable more school-led delivery in the future.

**9.3 Please provide evidence of successfully supporting and delivering previous school improvement projects of a similar scope and scale. In particular leadership projects that impact on pupil progress. (18%) 2000 words**

**9.3 (2182 words)**

Teaching Leaders' (TL) mission is uniquely focused on developing outstanding middle leaders in challenging schools to raise pupil achievement. We deliver three school improvement programmes all targeted at middle leaders in challenging schools with national scale.

**School improvement programmes**

We are the current provider of the secondary high potential middle leader programme (TL Fellows) and have developed, delivered and grown the programme with proven impact over the past four years. We are proud of what we have achieved working with NCTL and want to continue delivering this contract to future cohorts.

We have reached national scale and are well positioned to deliver for the next contract. Since 2011, cohort sizes have quadrupled from 118 Fellows from 70 schools, to 413 Fellows, working across 460 schools in 2014. We have built relationships with 30 Teaching School Alliances (TSAs) and currently deliver in 16 hubs such as Hull, Eastbourne, Middlesbrough, Norwich, alongside our central delivery locations in London, Birmingham, Manchester and Newcastle.

Since 2012, our greatest growth has been in rural and coastal areas and with the expansion to the South West in 2015 we now cover all nine government regions.

We can demonstrate impressive impact on pupil progress and achievement from our last four cohorts, which have all raised pupil achievement during their two years on the programme. The most recent graduating cohorts:

- *Raised pupil attainment:* GCSE A\*-C in TL departments have increased by 4.2 percentage points (2014) and 7 percentage points (2013) whilst national results have fallen
- *Increased pupil progress in English and maths:* Pupils in TL Impact Initiatives outperform the national average for all pupils for 3 and 4 levels of progress in English (2013 and 2014) and Maths (2013)
- *Accelerated the progress of low attainers:* TL Fellows work with 30% more low attainers than the national average. These pupils then outperform the national average in 3 or more levels of progress by 8.6 percentage points (57.4% v 49.8%, 2014).

Leadership progression by participants is equally impressive. Data after completing the TL Fellows programme shows:

- 95% have remained in challenging schools after finishing the programme
- 82% retention in their current schools after finishing the programme
- 58% have been promoted while on the programme
- 28% of alumni have been promoted into senior leadership positions
- 19 alumni have become Future Leaders

We have developed a comprehensive alumni network which ensures that our 400 alumni continue to fulfil the TL mission through buddying with current participants, leading local subject networks, mentoring weaker middle leaders and facilitating on TL programmes, in the most challenging schools.

The Fellows programme's quality and impact was recognised by David Laws, Minister of State for Schools under the last government: "Teaching Leaders' ability to identify today's outstanding middle leaders and develop them into the influential headteachers of tomorrow is truly impressive."

### **Similar school improvement programmes**

In 2014, we won the contract for the primary high potential middle leader programme, TL Primary. We built on the strengths of TL Fellows but developed a bespoke gateway model to suit their distinct needs. We rapidly designed and launched TL Primary within three months of the contract award. We recruited 197 participants against a target of 180, in 74 schools, in six delivery hubs across the country. We focused our launch on three urban areas (London, Manchester and Birmingham) but also on three hotspots (Hull,

Blackpool and Norfolk). In 2015, we will double the cohort size to 360 primary middle leaders and deliver in 11 hubs, targeting new hotspots including Merseyside, Suffolk and South Yorkshire.

Our third programme, TL Teams, is a non-selective modular programme delivered to 15 middle leaders in one school or cluster of schools to affect whole school improvement in teaching and learning. We designed the model to improve collaboration within the school (including elements such as lesson study). Since its launch, we have integrated and delivered the NPQML through this delivery approach. In 2015, we delivered 100 Teams programmes to 1,500 middle leaders.

### **Effective training and support packages**

The training and support packages we have designed for participants over the current contract have received positive feedback. We have continually updated and developed them based on participant feedback, changes to middle leaders' leadership and the latest educational research and policy. This experience includes:

- **Residentials:** running four successful national residentials, last year for 400 participants. We have inspiring speakers [REDACTED], experiential learning [REDACTED], and an evidence and research focus [REDACTED] as well as returning alumni and partner heads talking about the impact they have had in their leadership roles. Participant feedback has been consistently high with an average score of 8.5/10 overall (2014).
- **Coaching:** we have an experienced team of 73 coaches, all former or current senior leaders, 70% have coached on multiple cohorts and know the participants, schools and programme well. Participants rate this as the strongest element of the programme (9.3/10). We use coaching visit prompts to ensure national consistency and that coaching conversations draw together learning from training.
- **Learning tools:** we have a new Leadership Competency Framework tool for self-assessment and 360 feedback. The online Portal is designed to support Fellows to plan and implement their Area Impact Plans (AIPs).

The most recent programme review in 2014 highlighted that participants wanted the curriculum to be even more stretching, involve more collaboration and allow them to take more ownership of their own learning. As a result, we adapted the following elements of our training package:

- **Challenge Days:** we replaced Day Conferences with new events which introduced stretching content through keynotes, experiential learning, and peer learning and sharing through Fellow Exchange sessions.



Session scores for Challenge Days average 8.1 for stretch and 8.0 for applicability.

- **Greater stretch:** we introduced a core text book "What Makes a Great Middle Leader?" and further pre-reading to increase time for debate, discussion and a depth of learning during the sessions.
- **Joint Practice Development (JPD):** we introduced role based JPD trios in 2014. This is based on David Hargreaves' research and it encourages collaboration and co-creation. Participants work together on a specific topic related to their leadership role which they then deliver to their peers. Average session score 8.3.

The impact and progression data for TL Fellows demonstrates the programme's effectiveness, but we have also seen the following evidence:

- **Re-nomination:** consistently 50% of headteachers have re-nominated participants to the programme
- **Attendance:** 89% attending training with increasing cohorts
- **Retention:** 85% of participants in each cohort completing the programme.
- **Recruitment:** consistently met or exceeded recruitment targets which have grown annually from 140 to 420 (2014).
- **Participant feedback:** "I've already seen an increase in pupil results via my Impact Initiative. In just one year the average grading has increased from an E+ to B-. In some cases students have gone from an E- to A\*. If you're looking to change students' lives, this programme is a good place to start!" 2011 Fellow.

### Delivery Assurance

We believe there are three key factors which drive high quality delivery and we have focused our monitoring of delivery assurance on these fundamental drivers.

We adapted our participant evaluation forms to track these three areas and have introduced a range of internal quality assurance processes for each one to ensure we use the data to drive continuous quality improvement.

1. **Quality of facilitation and coaching:** Heads of Training conduct an annual formal quality assurance (QA) observation of facilitators who also complete self-evaluations at the end of all sessions. We conduct termly participant evaluations of coach quality, including the extent to which they support the Fellow to have an impact on pupil progress. Heads of Coaching have bi-annual supervisions with coaches.
2. **Stretch and applicability of programme content:** we have built a Leadership Faculty including leading experts and thought-leaders to ensure the programme content uses the latest research. Participants give immediate feedback after sessions and termly feedback on how

embedded their learning has been. We conduct termly face-to-face focus groups with participants where we ask open questions.

3. **Quality of the learning environment:** we know that proximity of delivery is important so we have built a network of 20 local hubs through our partnerships TSAs. This allows local delivery, engagement of school leader facilitators and re-invests funding back into the system. For Challenge Days we select from a range of diverse venues aligned to the theme e.g. 'Leading a high performing team' at Edgbaston cricket grounds.

### **Impact and data**

The programme impact on pupils demonstrated above is recognised as the key reason headteachers give for nominating for the programme, and for middle leaders for applying.

We have deepened our impact analysis further to evaluate our impact. We tested the theory that more participants in the same school have greater collective impact. We found that expected progress in schools with three Fellows outperformed those with one Fellow by 4.7 percentage points in English and 3.2 percentage points in maths. For disadvantaged pupils, these figures were 7.8 percentage points for English and 3.8 for maths. We will build further analysis through this contract to identify how we can use increased participant numbers to drive whole-school impact.

We have also based our programme design on the latest data and evidence:

- Leadership Competency Framework (LCF): we re-designed our LCF in 2014 building on the latest international leadership research from Singapore, US and New Zealand, and TL's experience in UK middle leadership. It uses [REDACTED] meta-analysis of the effectiveness of middle leader activities to focus on the most impactful skill areas.
- Participant evaluations: we partnered with the [REDACTED] to train participants to use evidence-driven interventions. We then asked them to conduct an evaluation of their interventions using an [REDACTED] self-evaluation guide.

### **Understanding the challenges of improving pupil outcomes**

From analysing participant impact initiatives and data we understand the challenges faced by middle leaders. In challenging schools, low prior attainment at KS2 means pupils struggle to access the curriculum, and a lack of parental engagement can make it challenging to raise pupil aspirations. While it is possible to raise overall progress and attainment, it can be very difficult to close the persistent achievement gap between rich and poor.

Evidence from the Institute of Public Policy Research, National Education Trust

and Sir John Dunford, Pupil Premium Champion, show that interventions for Pupil Premium children are only successful if they are evidence-based and targeted at the needs of those pupils.

To support the middle leaders in addressing these challenges we have provided the following innovative solutions:

- **Additional data analysis:** we use pupil data uploaded by participants to support them in their coaching visits to identify underperforming pupils and re-plan interventions.
- **Evidence-based interventions:** participants receive training from the [REDACTED] and are directed to the [REDACTED]. In 2015 we provided additional training from [REDACTED], on practical strategies to close the gap.
- **Resources and new ideas:** Sir John Dunford, National Pupil Premium Champion, contributed to the Teaching Leaders Quarterly on using Pupil premium (PP) money effectively. Fellows can share and search for innovative and effective ways to improve pupil progress on the Leadership Academy website.
- **Network and additional support:** we undertake termly progress data analysis to identify middle leaders who have been successful in closing or preventing a gap between PP and non-PP pupils. Participants who struggle to close the gap have targeted coaching visits to discuss sub-groups of pupils. We match underperforming participants with successful alumni in similar roles to share best practice.

### **The role of middle leadership and school improvement**

The two greatest factors in addressing the underperformance of Pupil Premium children are the quality of teaching and leadership. OECD research shows that 78% of the variation in pupil performance occurs *within* our schools.

To reduce within-school variation, middle leaders must drive consistently outstanding teaching within departments, do data-driven analysis to identify pupil underperformance, and work collaboratively across the school to ensure consistency between departments.

We have worked hard over the last four years to raise the profile of middle leaders and get school leaders to understand their contribution to school improvement. We have done this through:

- **Publications and content:** Teaching Leaders Quarterly, a termly publication to focus on key aspects of middle leadership with contributions from experts such as Sir John Dunford and Andreas Schleicher. Editions include 'The Importance of Middle Leadership' and 'Within-school variation and the role of middle leaders'. We have provided opportunities for our participants and alumni to contribute content and blogs to SecEd, Schools Week and run TeachMeets to showcase their impact to other middle leaders.

- **Run high profile events** – Sir Michael Wilshaw presented a keynote speech on the importance of middle leadership to 150 education leaders. He said “middle leaders are the engine of any school. In many ways you are *the* most important leadership group in the school”.
- **Conducted research on the changing face of middle leadership:** surveyed middle leaders and headteachers on the current priorities of middle leaders, running 20 panel discussions in priority areas across the country.

**9.4 Please provide evidence of how you will successfully manage the design and delivery of the programme. 1500 words.**

9.4 (1581 words)

We have designed and delivered the existing high potential middle leader programme since 2011, delivering to budget, meeting ambitious growth and delivery targets, and continuously developing the programme annually to increase quality and impact.

**Project Implementation Plan: Existing Resource**

We will leverage our existing expertise, infrastructure, networks and key personnel to deliver the new contract which will eliminate start-up costs, minimise set-up time and ensure continuity of delivery for participants, alumni and schools.

- Key staff: we will retain our leadership structure who have led the programme growth and development over the last four years.
- Delivery team: across four TL offices – London, Birmingham, Manchester and Newcastle – we currently employ 36 delivery staff for our TL Fellows programme, and will look to maintain this according to organisational structure.
- Facilitation and coaching: 73 coaches (we will recruit 40 additional coaches) and 163 facilitators are currently contracted. We have a supportive development pathway in place to quality assure (QA) the delivery of our contracted coaches and facilitators.
- Programme design and content: under the auspices of our Dean of Leadership [REDACTED], our Leadership Faculty is responsible for the design and content of our programmes. This group meets: monthly (internal team – Dean and Heads of Training) to ensure our curricula are designed and delivered to meet the needs of our participants and their schools; and termly [REDACTED] to ensure cutting edge education and leadership thinking is utilised.
- Assessment and selection: an established assessment process, we will sub-contract to [REDACTED] to deliver, using 66 staff members trained in assessing and 26 in QA.

- Networks and reach: delivery venues in 20 teaching schools and pro bono locations for all our current delivery hubs; and using key local school leaders as facilitators and coaches on our programmes.
- Partnerships: [REDACTED]

### **Project Implementation Plan: Programme changes**

We will make improvements to the programme model for future cohorts and have a clear project plan for implementing the changes we would like to make to the programme model for the residual 2015 cohort and new 2016 and 2017 cohorts.

- Viva: framework signed off by External Faculty by June 2016, baseline viva for 2016 cohort delivered in October 2016, assessors recruited and trained in January 2017; 2015 cohort end of programme viva delivered in June/July 2017, and 2016 cohort summative viva in June/July 2018.
- Area Impact Plan: AIP design complete by September 2015, revised planning and data analysis tools on the online Portal by December 2015, new AIP ready to launch in July 2016 for 2016 cohort.
- Mastery Project: design by [REDACTED] ready by to be piloted with 2015 cohort by July 2016.
- Revised curriculum: curriculum review to establish which elements will be included in the 2016 cohort core training and which in personalised online modules from November 2015.

### **Key Milestones**

We have different milestones for the 2015 and 2016/2017 cohorts. As the existing provider, we will be able to integrate some of the proposed changes earlier so the 2015 cohort can benefit from these:

- September 2015 we will bring some key changes forward for the 2015 cohort. We will stop collecting individual pupil data and move to termly data analysis; introduce the viva at the end of the programme; and we will ensure training and coaching will have a greater focus on school-data analysis.
- July 2016: Mastery projects are piloted with the graduating 2014 cohort and the 2015 cohort.
- June/July 2017: end of programme viva.
- November 2017 - Sponsored Graduation ceremonies for 2015 cohort

For the new 2016 and 2017 cohorts, we have the following key milestones. We show here the 2016 milestones which will be repeated twelve months later for the 2017 cohort:

- September 2015: recruitment for cohort 2016 begins
- December 2015/January 2016: Recruitment window 1

- February/March 2016: Recruitment window 2
- April/May 2016: Recruitment window 3
- June 2016 – Induction event for all In School Liaisons (ISLs) to share our mission, values and programme elements. External Faculty board sign off the 2016 cohort curriculum design.
- July 2016: Launch of the Portal, impact and networking focused Induction Day.
- August 2016: 2016 programme launches with Residential attended by 2016 Secondary and Primary participants. Participants begin work on their Area Impact Plans.
- September 2016: Foundation Skills Challenge Day for 2016 participants who are new to middle leadership. [REDACTED] assessors trained in preparation for the baseline vivas for 2016 cohort.
- October 2016: 2016 cohort undertake their baseline viva at the Challenge Day. Planning begins for the 2017 Residential and the second Residential for 2016 cohort.
- June 2017: 2016 cohort mid-point review meetings between the ISL, Coach, headteacher and participant to review their progress and prepare for the Mastery project.
- August 2017 –Residential for 2017 cohort and Second Residential for 2016 cohort takes place, including launch of mastery projects
- March/April 2018 – Rehearsal vivas take place in school for 2016 cohort
- June/July 2018 – Summative viva for 2016 cohort
- November 2018 – Sponsored Graduation ceremonies for 2016 cohort

### **Key delivery risks**

We believe there are four key areas of delivery risk: marketing and recruitment; organisation, programme delivery and programme design. Financial risks are listed within the cost matrix.

Our strategy for managing these risks is to assess the likelihood and severity of each risk, and identify mitigating actions. We monitor these risks through our management meetings, and review or add risks quarterly. All risks have senior staff owners who are responsible for tracking risks – through management information, staff feedback and governance meetings – escalating when triggers are hit and putting in place action plans to implement contingencies. If risks become live, we escalate them to become issues, at which point we put in place a specific intervention plan to address the issue. Key risks and issues are also presented along with their mitigation strategies at each Board meeting.

- **Marketing and recruitment**
  - Key risk: failure to meet recruitment targets – specifically in priority areas.

- Key mitigations: ongoing focus on school relationships builds from clear analysis of need and interest in local areas leading to granular monitoring of targets allowing for specific interventions when needed. An 'early-bird' recruitment window to focus on secure early nominations and build momentum.
- **Organisation:**
  - Key risk: departure of key personnel
  - Key mitigations: succession plans in place supported by an online database of all school communications so contact can be maintained and passed on. Ongoing focus on organisational values and culture – supported by track record of successful internal promotion.
- **Programme delivery:**
  - Key risks: significant failure in delivery quality and/or significant failure in programme retention
  - Key mitigations: ongoing internal focus on delivery metrics to closely monitor quality and retention through governance structure which supports ability to rapidly intervene when necessary; clear and transparent communications with schools, and regular open communication with NCTL regarding retention and quality.
- **Programme design:**
  - Key risk: significant numbers of participants do not pass the viva assessment and so do not graduate.
  - Key mitigations: in-built formative assessment points which allow for the tracking of development and impact, and for interventions to be put in place where needed; ongoing training and quality assurance of assessors to be put in place.

### **Strategy for managing delivery failure**

We have rigorous management systems and processes in place to identify key risks, triggers for delivery failure, mitigation and contingency planning.

Extensive management information is collected, monitored and aggregated to allow for regional and national interrogation of progress.

We will collect data from participants on our bespoke online Portal. The data will be stored securely on Salesforce. This Portal will produce accurate programme dashboards to inform regular delivery review processes through our governance structure:

- Ongoing - Programme Experience Managers monitoring participants' attendance and engagement with training, coaching and the online Portal.

- Regional Executive teams and Regional Impact Groups – monitor local region/hub/school/individual level issues of delivery, progress and impact.
- Programme Board – all delivery teams and the national Leadership Development team meet monthly to monitor delivery across regions and programmes.
- Executive team – meet fortnightly to discuss operational delivery with a monthly MI monitoring focus and a quarterly meeting to focus on strategic issues.

If we had a key delivery failure in any aspect of the programme we would report it to our Board and NCTL. We would hold an initial meeting with the NCTL to explore the issue in detail and agree an action plan with regular reporting milestones and escalation points, as well as a review process to take relevant lessons learned.

The TL Board is well established with experience of monitoring the secondary and NPQML contracts. It meets bi-monthly to review performance against key performance indicators, strategic and operational objectives, and key risks. A Finance Sub-Committee reviews budget and financial health, and is chaired by Micky Sandall who reports directly to the TL Board.

The Teaching Leaders Board includes key individuals with significant experience of education and school leadership such as:

- Jo Owen (Chair)
- Russell Hobby, General Secretary, NAHT
- Baroness Morgan, former Chair Ofsted
- Patsy Kane, Executive Headteacher, Whalley Range and ASCL Council
- Heath Monk, CEO, Future Leaders
- Micky Sandall, CFO, ARK
- Richard Harpham, CFO, Harris and Hoole
- Harriet Watkins, TL Alumni.

## **9.5 Please provide details of your strategy for measuring and reporting quality and impact. (18%) 1500 words .**

9.5 (1600 words)

### **Impact strategy**

Our strategy is to deliver the highest-quality programme, which will improve the leadership capability of high potential middle leaders who will improve the effectiveness of their teachers, making a measurable impact on pupil achievement.

To evaluate the effectiveness of this strategy, we will systematically collect data in a consistent format that allows us to aggregate results to measure



impact at individual, school and programme level. We will consistently measure data against national comparators for all and similar schools to assess how effective the programme has been.

### **Success Measures and Key Performance Indicators (KPIs)**

To monitor progress we propose setting headline success measures and KPIs with NCTL at each layer of this strategy; pupil impact, participant development and programme delivery.

We have partnered with [REDACTED] to propose success measures which will best demonstrate pupil impact:

- **Cohort/school impact:** We will report Teaching Leaders' schools' performance against matched schools with similar demographics and prior attainment. The [REDACTED] will include a 'Teaching Leaders School' flag in their families of schools database to compare impact. We will measure changes in headline attainment measures, using the old 'best 8' GCSEs measure and the new Attainment/Progress 8 measures. We will also report performance on Key Stage 5 metrics.
- **Participant impact:** Participants' departments will outperform departments at matched schools and other departments within their own schools measuring GCSE grades and progress from KS2. To create a comparison point for those who are not heads of departments or years, we will create a 'virtual' department using the National Pupil Database to benchmark their performance.

We will set targets relating to participant development (leadership and teaching quality), and programme delivery with the NCTL.

- **Participant development:** given the more challenging Area Impact Plan and Viva, we propose a target of a minimum of 75% of participants to pass the viva and graduating directly from the programme after two years, increasing to 90% in year 3 after further support and reassessment.
- **Programme delivery:** KPIs will relate to participant engagement, training quality, coaching delivery and numbers recruited onto the programme.
  - o Engagement: 90% attendance and retention on the programme
  - o Training and coaching: training session scores score 8/10 and termly coaching evaluations regularly score above 9/10. Stretch scores to increase to 9/10 in the mastery year
  - o Recruitment: total participant numbers recruited remains within 90% of target

### **Mechanisms for collecting and sharing performance data**

The AIP will become the central mechanism for collecting data on pupil impact

and participant development. It will be monitored every month by Programme Experience Managers (PEMs) and coaches. Data analysis for the participants' AIPs and viva judgements will be stored on the online Portal, hosted on Salesforce.

Each term middle leaders will report on key impact metrics for their Termly Impact Analysis (TIA). These will include % of students on track for Progress 8 and the % of pupil premium pupils on track. We will consult with our National Heads Council, Leadership Faculty and partners to finalise the metrics in the analysis. Headteachers will have the opportunity to feed back on the TIA in the termly school reports. We will aggregate the metrics to measure overall cohort and programme performance.

The AIP will be assessed at three points through the viva:

- Baseline: 30 minute initial interview at the first Challenge Day to validate overall judgements of the participant's area of responsibility at the start of the programme.
- Mid-point: formative viva assessed through in-school meeting with the school's senior leadership and the participant, to evaluate progress to date and areas for improvement.
- End of programme: summative 60-minute assessment by an external school leader assessor, collecting information on the middle leaders' impact and the validity of their outcomes and impact against a viva framework.

We will partner with [REDACTED] to develop a detailed scoring system, along with descriptors and rubrics for the viva. We will also use trained school leaders to conduct the assessments to ensure it is school-led. Trained school leaders will be able to use the assessment in their own school thereby providing wider system benefit.

Leadership performance data will be collected via the Leadership Competency Framework (LCF) which was re-designed in 2014 to reflect the changes to middle leadership based on the Future-Engage-Delivery model. It will be conducted at the start, and as a 360 feedback tool in the middle and end of the programme.

#### **Sharing performance data:**

We will communicate participants' Termly Impact Analysis to headteachers and schools through the school reports.

We will partner with [REDACTED] write an Annual Impact Report using the National Pupil Database and tested statistical methods.

We will share performance data with NCTL through our monthly reporting meetings and dashboards. We will flag any underperformance, include them in the risk register and send an accompanying action plan to demonstrate how we will mitigate any risks. In the past we have worked closely with the NCTL to

highlight any risks as soon as they arise and put into place mitigations.

### **Indicators of delivery failure**

Due to our experience of delivering the programme, we understand the indicators of failing to meet programme KPIs. We have listed indicators of organisational and programmatic delivery failure in 9.4 under Key Risks. There are typically four reasons why participants fail to have an impact:

1. Pupil progress: failure to improve pupil progress and analyse data effectively
  - We will monitor pupil progress every term from participants' Termly Impact Analysis. Additional training on closing the gap will be put in place if required. Coaches will both challenge and support participants with low attainment or progress. Our alumni network will offer mentoring sessions to underperforming participants.
2. Participant development: failure to develop key skills to drive improvements in teaching
  - Regional Directors will communicate with in-school liaisons each term to address any concerns about a participant's performance in school. Termly reports and the mid-programme review meeting with the coach and school will be used to communicate Teaching Leaders' assessment of the participants' development needs. We will track performance using the formative and summative vivas, LCF scores, and coach's comments.
3. Programme delivery: low delivery and coaching scores leading to low impact in school
  - We will collect online participant evaluations of training session scores and any low scores are investigated by the Leadership Development team so sessions can be revised before the next delivery. If the issue is the facilitator or coach, we will conduct additional observations or supervisions, and remove them if the issues persist.
4. School support: failure of school leaders to support participants on the programme
  - We will utilise the termly school report to engage the senior leaders, use the mid-year review to increase the schools' support of the AIP and train senior leaders as assessors for the in-school viva to increase their support for middle leaders.

### **Consideration of wider developments to teaching and learning and leadership capacity**

We will introduce the AIP to capture the wider impact of participants and demonstrate the wider impact they have made on the programme. We will

judge this principally through changes to their leadership capacity and to teaching quality in their area. Participants will set goals in their AIP related to these two areas which will then be assessed in the viva.

To demonstrate changes to leadership capacity, we will monitor scores from the LCF completed at the end of year 1 and 2. We will also triangulate this with feedback from the school's senior leadership team and success in achieving the goals set by participants in their AIP.

To review changes to teaching quality, we will ask participants to present their Team Development Plan, detailing what they have done to raise teacher quality, what professional development they have put in place and how this relates to annual appraisal and performance management judgements they have made. In the viva, they will also be asked to present validated evidence from observations to demonstrate teacher marking and pupil progress.

We will also test new methods for evaluating leadership impact. We will use the School Workforce Census to create measures of teacher turnover in departments that are led by a participant, to pilot treating turnover as a proxy for departmental dissatisfaction. We are aware this needs to be done with care, controlling for other factors.

### **Plans for tracking and reporting alumni career progression**

We currently have an alumni network which will reach over 1,000 members in 2016. We run an annual alumni survey to capture current roles which allows us to monitor promotions, numbers of alumni in senior leadership positions and those still working in challenging schools. In 2014 the average response rate was 60% and we keep alumni data on Salesforce which we share with the NCTL.

We will collect all applicant Teacher Reference Numbers (TRNs) on application which will allow us to use the School Workforce Census to report how the careers of alumni develop compared to a control set of teachers, taking into account participants' different starting points.

### **Willingness to work with 3rd party**

We are keen to work with third parties to validate and evaluate the impact of the programme. We have worked [REDACTED] over the past two years to share data and start evaluating the impact of Teaching Leaders, and will deepen this through an Annual Impact Report.

We have a strong collaborative working relationship with NCTL. [REDACTED]  
[REDACTED], will continue to attend monthly NCTL meetings and be available between meetings to answer any queries.

**9.6 Please provide details of your strategy and plan to market the programme to participants and schools. 1500 words.**

**9.6 (1069 words)**

Teaching Leaders has experience of running a national marketing campaign and meeting growing recruitment targets. Our secondary cohort has grown from 118 participants in 2011 to 413 participants in 2014. In 2015 we will recruit 510 participants across all 9 government regions. We currently work with 460 schools which represents 35% of all eligible schools, delivering in 16 local hubs.

Our strategy over the past four years has been to focus our marketing on three key areas: to build national awareness of the programme; to build strong and sustainable relationships in rural and coastal areas; and targeting headteachers to nominate middle leaders.

Our future strategy will focus on three key areas: maintain high re-nomination rates in existing schools; focus growth on under-represented hotspots; and marketing directly to middle leaders rather than Heads.

**National Low/No Cost Marketing**

The first part of our strategy is to maintain high re-nomination rates at national level. We will continue to develop our existing low/no-cost marketing strategy which has been built on strong programme delivery, positive feedback and word of mouth from current participants, schools and influencers. Over the last four years at a national level we have:

- **Grown our national network:** built relationships with national partners including Heads' unions [REDACTED] Higher Education Institutions, education organisations [REDACTED], academy groups [REDACTED]
- **Promoted via no-cost channels trusted by school leaders:** NCTL Teaching and Leadership Associates, NCTL communications channels: 'Highlights' and 'The Ldr', [REDACTED] newsletters, [REDACTED] networks
- **Generated profile in press and at conferences:** presented at conferences (ASCL, NAHT, Inspiring Leadership and Challenge Partners), and generated PR in TES, SecEd (11 articles since April 2014 - ~500 unique views per article), The Times and regional press (8 articles).
- **Built brand through thought-leadership:** launched the Teaching Leaders Quarterly including contributions from Sir John Dunford and Andrew Schleicher (2,000 downloads per edition), chapters in education publications of 2013 (IPPR 'A Long Division' and 'The Tail'), run 20

breakfast panel discussions (450 attendees) with high-profile speakers including Charlie Taylor, Professor Chris Husbands, Dr Peter Kent, and published 'What Makes A Great Middle Leader'

- **Hosted large national events to drive the debate** - with high-profile speakers such as Sir Michael Wilshaw, Rt. Hon. David Laws and Russell Hobby
- **Keeping key influencers informed** through 6 targeted newsletters (distributed to 2,000 people)
- **Built our presence on social media:** 11.4k Twitter followers, ~130 RTs/month. 4,500 unique visitors/month to our website. Built a new microsite to introduce influencers to our work.

### **Building local awareness of the programme**

The second strand of our strategy is to focus future growth on new hotspots. From our experience of working in areas such as Blackpool and Norfolk, we know that an in-depth knowledge of the unique local issues and influencers is critical. There are three stages, we will:

1. **Gather information from Regional Schools Commissioners, Ofsted, Teaching School Alliances (TSAs), and performance tables.** We will use our strong relationships with the RSCs to secure introductions to TSAs and MATs in challenging areas to link middle leadership development across groups of schools, convene meetings with key influencers, and design a local approach. [REDACTED]

2. **Raise our profile by hosting and attending regional events.** We have held 20 policy events in areas such as Medway, Middlesbrough and Knowsley and presented at 28 Heads groups nationally, including low performing LAs Hartlepool and Derbyshire.
3. **Harness the power of our advocate network, by bringing Fellows and alumni to present at headteacher meetings, equipping partner headteachers to promote the programme at Heads Groups and using testimonials from local influencers.**

### **Understanding How to Attract Participants**

The third strand of our strategy is to drive applications from middle leaders. Our research with participants shows there are 6 key benefits: pupil impact, national network of like-minded peers, residential, career progression accreditation, and the coaching and training. We will focus our marketing materials on these key benefits.

We will use our participants and alumni as our ambassadors; leverage the network by showcasing their impact through case studies, online content, and running alumni-led events. 27% of our alumni are SLT and well placed to

nominate middle leaders. We have held five middle leader events in priority areas of Suffolk, Stoke and Medway (over 100 attendees) and launched #ML10 in December 2015, a monthly middle leader digest (readership 1200).

### Low Interest Strategy

We have built a national presence with strong, sustainable relationships with schools that are committed to developing their middle leaders over the long-term. We will put in place rigorous monitoring systems so we will know early if there is little interest in the programme. If low, we will inform the NCTL, analyse the reasons, and propose a range of solutions.

We will consider extending application windows, redeploying resource to boost school relations capacity, targeting new areas and increasing penetration in areas of high interest, investing resource in press advertising and leveraging key influencers. If we are unable to meet targets then we could defer numbers to future cohorts so the overall number recruited over the contract remains the same.

### Key Sector Influencers

We have built extensive relationships with sector influencers over the past few years and have noticed that increasingly sector influencers are school leaders, as well as those in media, policy and middle tier leadership roles.

We have worked with them by:

- **Leveraging current partner school heads:** inviting them to contribute to the Teaching Leaders Quarterly [REDACTED] and be advocates in local areas [REDACTED]
- **Building relationships with Teaching Schools:** including [REDACTED] representatives and 30 local TSAs who have increasing influence in the school-led system.
- **Creating a network of advocate school leaders:** established a National Heads Council, worked with the TSC and NLEs to advocate and presented at local Heads groups
- **Influencing Think Tanks:** we published an article in IPPR's *A Long Division*, attended Policy Exchange and Reform roundtables and have written in CentreForum's *The Tail*.
- **Building social media advocates:** [REDACTED]  
[REDACTED]  
[REDACTED]

**9.7 Please provide evidence to demonstrate that the management structure proposed is fit for purpose and appropriate to deliver the services required (1000 words)**

9.7 (1072 words)

We will maintain our existing management structure which has delivered the

current high potential middle leader programme in secondary. Importantly, we will retain all key members of the leadership team, who have significant experience of programme delivery.

Our strategy is to retain key staff members in the management team and broaden their responsibility whilst growing the organisation at more junior levels in our central and regional delivery teams to deliver programme growth. This will offer better value for money, leverages prior experience and knowledge to allow programme continuity, and retains existing good working relationships with NCTL colleagues.

We will leverage the existing public investment in the high potential middle leader programme in primary and use our existing back-office and regional support structures to ensure continuity, adding additional central resource in monitoring and evaluation, HR, finance, and systems to manage the additional back office requirements of a larger programme. 25% of our staff work in central functions, supporting the programme delivery. 62% of staff (66 staff members) will be working in the regions to deliver the programme to participants and schools.

We have clear lines of accountability and division of responsibility. The leadership team is led by the CEO, who line manages three central functions (External Relations, Finance and Operations and Programmes) and a National School Partnerships and Regions Director, who line manages four regional teams. The Dean of the Leadership Faculty is a part-time role which reports into the CEO and works closely with the Programmes Director.

\_\_\_\_\_

[REDACTED]

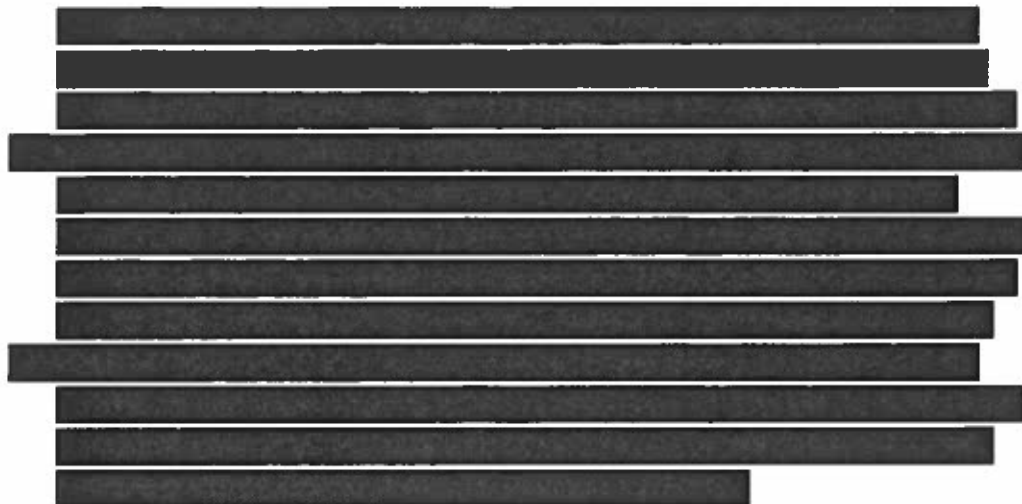
[illegible][illegible]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





### **Effective Delivery Team**

Regional programme delivery and school recruitment will be overseen by three Regional Directors and seven Associate Directors. We will have regional Delivery Managers and School Relations Managers to provide additional capacity. In each region, a Head of Coaching and Head of Training will be responsible for attracting, selecting, training and quality assuring (QA) coaches and facilitators. A Delivery Associate provides administrative support, which will allow the Heads of Coaching and Heads of Training to focus on training and QA.

We have increased the number of Fellows each Programme Experience Managers are responsible for from 45 to 60 to increase value for money. As programme structures and online systems have become more established and peer challenge and networks has increased, we can reduce the amount of internal support provided. The online Portal will be more user friendly, will list all the programme requirements, give automated reminders about upcoming deadlines, and will enable networking between participants; reducing the reliance upon internal staff.

The full details of the delivery team can be seen in the attached organisational chart.

In addition to TL staff, there are two key delivery roles: facilitators and coaches. We currently have 163 facilitators, 45% of the pool are alumni or serving school leaders which we will increase to 60%. We will recruit an additional 70 facilitators to match growth in new areas, targeting recruitment at school leaders. 73 coaches work for Teaching Leaders supporting 635 Fellows. We will need to recruit an additional 40 coaches to match future programme growth.

### **Partners**

We will work with eight long-term partners and four new partners which bring additional expertise to programme design and delivery. We have clear memorandums of understanding and sub-contracts with each partner with



March 2016, we will review the 2015 curriculum to ensure the materials for the 2016 cohort are the highest quality. In July 2017, a full review will be conducted of the 2015 programme, to review the second year and viva. From the current contract, in 2014, this led to the introduction of Challenge Days and Joint Practice Development (JPD) trios to increase peer-to-peer learning. It has also led to the new proposed programme model for this bid, which includes the new Area Impact Plan (AIP), vivas, mastery project and personalised development pathway.

We systematically build in reviews into our management review and project planning cycle which we will continue with this contract to keep learning:

- **Monthly:** Heads of Training review the session materials following participant feedback, with additional QA and expert re-design if sessions score below KPI
- **Termly:** The Leadership Faculty reviews the programme and plans new programme elements for the upcoming year
- **Annually:** programme review of the quality, stretch and applicability, collating feedback from the previous year and planning changes to be made to programme.

We have processes and systems for participant and school feedback which are embedded into our management and governance structures:

- **Participant feedback:** we conduct termly focus groups, online termly evaluations about the impact of the programme, and coaching visits to review the AIPs and gather evidence of the most effective practice
- **Heads Council:** we have established a National Heads Council and three Regional Heads Councils with NLEs and partner school heads. They meet termly to provide feedback on programme changes and suggest new development areas
- **Board:** we have one Alumnus, Harriet Watkins (Deputy Head, Marylebone School) and a partner school Headteacher Patsy Kane (Executive Headteacher, Whalley Range and Levenshulme) on our Board. They provide stakeholder feedback on our programme quality and strategic direction.

### **Disseminating good practice across the programme**

We have developed five key mechanisms for sharing good practice across the programme.

The principal method has been Joint Practice Development (JPD) groups which have received excellent feedback from participants: "It is really good to have the time to hear from other participants and what they have achieved in their context. Lots of practical ideas provided and all based around research

and evidence" (2014 Fellow). They are underpinned by three principles which we will build on for the new contract by linking it with the mastery project:

1. **Supportive but "critical friends":** participants' role-based JPD trios provide a small group to share and critique their practice, successes and challenges
2. **Close sharing networks:** JPD training sessions are formed of the same 4-5 trios for the two years building trusting relationships that are necessary to share practice
3. **Peer review of projects:** JPD trios will assist in the planning and peer reviewing of each other's mastery projects. As the mastery project will be overseen by the Institute of Education we can ensure that the good practice is evidence based and tested rigorously.

We will create other opportunities for sharing best practice through:

- **Mastery project/evaluations:** we will ask all participants to conduct an evidence-based evaluation or research project which will build a body of practitioner, middle leader-led research
- **Challenge Days:** we introduced Challenge Days in 2014 to increase the time for participants to network and practice skills. We will introduce a ResearchEd-style final event for the 2015, 2016 and 2017 cohorts to share the findings and present their mastery projects
- **Online Portal:** we will ask every participant to upload their mastery project and materials for their JPD sessions onto the online Portal which is as a central network and repository for participant content. It will build a legacy resource which can be accessed by them and future participants
- **Alumni network:** alumni will lead workshops at the Residential on their impact projects to guide and share learning with new participants. We will buddy alumni with participants who need guidance in key areas.

### Disseminating good practice across the school system

There are three key strands to our plan to share practice with the system:

#### 1. Produce and disseminate middle leadership content

We will have a content-development strategy which will include all participants producing research and evidence from their mastery projects, building our body of research and policy for the TL Quarterly and promoting opportunities for participants and alumni to create case studies disseminated through the Teaching Leaders website, online networks [REDACTED] and press [REDACTED]

[REDACTED] As part of our marketing strategy, we will continue to

hold local events, roundtables and encourage participants to host TeachMeets. In 2014 we have held 20 events nationally.

We will develop the online Portal, integrating the current Leadership Academy (resource repository), which with greater investment could become public-facing, sharing content with the wider system. [REDACTED]

[REDACTED]

## **2. Build system leadership capacity**

The programme will train participants to become facilitators and coaches. We will then allow them to deliver Teaching Leaders materials in their school and co-facilitate on the TL Teams programme in their schools. We will also train school leaders, developing 70 senior leaders in our partner schools as facilitators, enabling them to improve the quality of continued professional development in their school. We will develop over 50 senior leaders to become assessors for the participant assessment and selection process and a further 50 to become assessors for the viva. We will give trained assessors the materials to use in their schools.

We will invite partner schools' senior leaders to attend [REDACTED] [REDACTED] training to support their middle leaders to become data leaders within the school.

## **3. Create sustainable alumni network**

Finally, we will grow and support our alumni network, building a more intensive offer for the three years after graduation, including an Impact Extension Year, subject and pastoral networks and a mentoring programme so that alumni can further the Teaching Leaders mission. We will have over 1000 alumni in 2016 who will become a powerful force for change across the system at middle leadership level.

### **Responses to Points for Clarification**

**Date received:** 29 May 2015

**- In reference to the evidence supplied against Question 9.5 relating to the proposed target of a minimum of 75% of participants to pass the viva and graduating directly from the programme after two years please describe the rational for this target and the benefits and risks of a setting a higher (90% or more) target.**

The viva is intended to provide a new summative assessment at the end of the programme which would raise standards for graduation. We agree we should target 90% graduation or higher, and in question 9.5 we proposed phasing the targets to 75% at the end of year 2, increasing to 90% at the end of year 3 although we will set a minimum standard to graduate rather than a quota to pass. This is because we do not anticipate all middle leaders will be ready to meet the more challenging criteria/standard at the end of year 2. For example, 56% of the 2014 cohort are new to role and school might require a third year to embed their impact. The 75% minimum figure after year 2 is an **indicative figure** to demonstrate the more challenging graduation criteria so we are flexible about this and would want to set and agree **actual graduation/success rates** for this with NCTL. We will also need to rigorously test and pilot the viva before rolling out to check it is pitched correctly and will do this with the 2015 cohort. Based on our discussions and testing we could adapt the success rate/criteria if we wanted a higher rate at the end of the two years. The main benefits and risks revolve around balancing quality and impact, programme completion and reputation.

*Higher target*

Benefits: increased programme completion and programme satisfaction; higher target might drive more middle leaders to pass i.e. it becomes the norm; it would positively motivate middle leaders to complete the programme and graduate.

Risks: viva is not perceived to be rigorous enough; this could impact on perceptions of programme quality; there could be a mis-match between viva assessments and schools own assessments of their middle leaders which would impact on programme reputation.

*Lower target*

Benefits: validate the rigour of the assessment for participants and schools; it would raise the status of graduation from the programme, and would increase impact, quality and stretch participants further; it would also allow the viva to stand up as a rigorous assessment that could be used in the wider school landscape as an assessment for outstanding middle leadership.

Risks: if the assessment is too challenging, it could put increased levels of pressure on middle leaders leading to lower retention and programme dissatisfaction. This may impact on future recruitment and applications and could lead to negative word of mouth/reputation damage.

**- With reference to the Risk Register you have supplied as evidence against Question 9.4 we note that you include an option to franchise the Programme to TSAs as a contingency for Risk 3. Please note that we do not consider this a suitable contingency option although it is possible**

**that a sub-contracting option could be appropriate. Please confirm that you would be happy to remove or amend this contingency option.**

We added this contingency as we noted NCTL's desire in the tender specification to see an increased role for school leaders and the system in delivering the programme to ensure sustainability. We do not feel TSAs are ready to deliver the programme yet but are committed to working with TSAs in an increased way to get to a position where they could deliver some or the majority of the programme. We agree though that sub-contracting is more appropriate and confirm we would be happy to either remove or amend this contingency option.

**- In reference to the organisation chart supplied as evidence against Question 9.7 please:**

**\* Show the lines of reporting, escalation and accountability between the regional staffing structure and the central/functional structure.**

We have updated the organisational structure diagrams in appendix 1 to demonstrate the reporting, escalation and accountability lines. Each main region is managed by a Regional Director (South, North, Midlands) and an Associate Director (North East which is a smaller region) and they are each responsible for participant recruitment, retention and programme delivery in their region. These four roles report to Melanie Renowden, National Schools and Regions Director (SRD). Melanie has national accountability for participant recruitment, retention and programme delivery (facilitation, coaching, events, impact). Melanie reports to James Toop (Chief Executive) would be ultimately accountable for the programme delivery. Any issue in a region would escalate to SRD initially, and then directly to CEO.

There are also cross-region/functional peer relationships between SRD and the functional Directors (Finance and Operations, External Relations and Programmes) to ensure that cross-organisational priorities are implemented and delivered. These are agreed between each functional Director and the SRD and any issues with delivery of these cross-region/functional objectives are escalated to the CEO.

This cross region/function working also operates lower down the organisation through informal, dotted lines from Regional Heads of Training and Programme Associate Directors to the Dean of the Leadership Faculty and Programmes team to ensure a feedback loop from direct delivery of programme content to the design team. Programme delivery issues are discussed at weekly Programme Delivery meetings which are escalated to a fortnightly Directors meeting where issues can be resolved. Finally, issues can be further escalated to a monthly Steering Committee which is attended by the CEO, SRD, Dean and Programmes Director.

**\* Confirm which roles are funded, either solely or in part, by the contract. Where a role is partly funded through the contract please provide the % of the role funded by the contract.**

Appendix 2 at the end of this document provides an outline of all roles that are fully or partially funded by the contract (therefore, the document does not include roles that are specifically for, and therefore funded only by, the Primary and / or Teams programmes). You can see within the table in Appendix 2 the percentage of each staff member that would be funded by this contract. Please note that the breakdown is for the full contract including the additional third cohort, and that each year is an academic year (e.g. 2015-16 is September 2015 to August 2016).

Some roles will solely work on this Fellows contract – these are allocated 100% to this contract. Where staff work across a number of programmes and contracts we have considered the level of activity on each programme / contract by each staff member when calculating an overarching percentage of shared central costs to be charged to this programme. The cost of roles has then been allocated to the contract based on that overarching percentage.

We have reviewed our organisation structure in light of the fact that our current contract for the NCTL Primary programme will end in August 2018, and therefore our overall organisation structure reflects this scaling down of activity over time.

**\* Show the lines of reporting and escalation between Teaching Leaders and NCTL for the management of the contract.**

We will retain the same senior leadership team which has managed the existing High Potential Middle Leaders contract in Secondary and Primary. As well as continuing informal communication and updates, we are very happy to continue along the current formal lines of reporting which we see below, although we would be happy to discuss and accommodate any alternatives or changes from NCTL. We have shown the reporting lines in Appendix 1.

- James Toop is ultimately accountable for contract delivery and will report directly to Graham Tanfield through a monthly senior management review meeting. This would review the programme's overall direction, oversight of risk and impact and for the discussion and resolution of overarching strategic issues
- Tom Ebbutt and Melanie Renowden have the key functional/regional responsibilities related to selection, recruitment, marketing, delivery and operations and will report to Laurie Bailey through a monthly management meeting. This would have oversight of management of day to day activity and the review of monthly operational reports. Where



necessary, Harriet Barclay and Andrew Ettinger can also report directly to Laurie.

One area we feel it would be good to get clarity and a shared understanding is on an agreed RAG rating for areas of the contract. This would allow us to ensure consistent internal reporting between Teaching Leaders and NCTL. We would be happy to discuss how we set up this rating system.

**- In reference to the evidence supplied against the look for ?Mechanisms for Agreeing Governance and Changes? in Question 9.7 please provide further information regarding how you will work with NCTL during the lifetime of the contract. In particular, please provide further information of how the contract will be governed in conjunction with NCTL, how issues will be escalated and resolved and how changes to governance and the contract will be defined, managed and agreed.**

We are happy that the contract be managed in line with the process and approach set out in schedule 6 of the High Potential Middle Leaders (Secondary) DRAFT Contract. Beyond that we are happy to discuss how NCTL would prefer the lines of governance, reporting and escalation process to work.

Our proposal would be that the management and governance of the contract is built around the following framework:

- Monthly senior management review meetings - any major issues, risks and mitigations, and changes to governance or contract would be raised and discussed here, and an appropriate course of action taken.
- Monthly management meeting – minor issues, risks and mitigating actions/contingencies would be discussed here.

We are happy to follow the change control approach as set out in section 6 of the draft contract. For minor programme changes we propose discussing and managing these via email. For major changes to governance or contract, following the senior management meeting, we propose that Teaching Leaders writes to NCTL, which can then discuss and review formal changes and agree to approve or undergo a change control process. We could also hold a formal meeting if there was a major change. We also propose a more systematic report and review of key risks and issues into our monthly reporting timelines and would be happy to propose an approach for this.

One additional meeting we propose is an Annual Review meeting which would review the previous year's delivery, bring forward any proposed programme changes or contract variations for the following year and discuss and outline any operational changes to manage issues from the previous year. We would propose this would happen with the full NCTL and Teaching Leaders management teams and take place in early September.

Furthermore, we are happy with the current arrangement where ad hoc requests are passed through to Tom Ebbutt, Harriet Barclay and Melanie Renowden who will ensure we respond in a timely manner.

We would assume that these arrangements can be continued from and be integrated with the arrangements for the management of existing TL primary contract (RD931) and the remaining period of the existing Secondary programme contract (LTF535-1).

- [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]



[illegible]

Area	Cost	Notes

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[illegible]

The diagram consists of a large grid of squares. The top-left corner is a solid black rectangle. Below it, a large white rectangle is outlined. To the right of this white rectangle is a grid of squares. Some squares in this grid are black, some are white, and some are gray. The gray squares are located in the bottom-left corner of the grid, forming a large block. The black squares are scattered throughout the grid, with a notable concentration in the top-right area. The white squares fill the remaining space in the grid.

## Appendix 2

Role	Role type	FTE 15- 16	Headcount 15-16	Allocation 15-16	FTE 16- 17	Headcount 16-17	Allocation 16-17	FTE 17- 18	Headcount 17-18	Allocation 17-18	FTE 18- 19
Central											
CEO	CEO	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Schools, Regions and Partnerships Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
National	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0

# High Potential Middle Leaders (Secondary) Contract - RD1043

Role	Role type	FTE 15- 16	Headcount 15-16	Allocation 15-16	FTE 16- 17	Headcount 16-17	Allocation 16-17	FTE 17- 18	Headcount 17-18	Allocation 17-18	FTE 18- 19
School Relations Manager											
External Relations Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
External Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Alumni Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Alumni Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Comms Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Comms Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Operations and Finance Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Finance Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Systems Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Systems Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Systems Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Systems Apprentice	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Finance Associate	Associate	0.8	1.0	22%	0.8	1.0	55%	0.8	1.0	57%	0.8
Finance Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Finance Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Strategy, Monitoring and Evaluation Senior Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Strategy, Monitoring and Evaluation Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0

# High Potential Middle Leaders (Secondary) Contract - RD1043

Role	Role type	FTE 15-16	Headcount 15-16	Allocation 15-16	FTE 16-17	Headcount 16-17	Allocation 16-17	FTE 17-18	Headcount 17-18	Allocation 17-18	FTE 18-19
Monitoring, Evaluation and Operations Analyst	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Executive Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Executive Assistant	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Dean of Leadership Faculty	Director	0.6	1.0	22%	0.6	1.0	55%	0.6	1.0	57%	0.6
Programmes Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Leadership Development Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
LD Delivery Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
LD Curriculum Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
LD Events Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
LD Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
People Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
People Senior Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
<b>South</b>											
Regional Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Programmes Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Head of Coaching	Specialist	0.9	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Head of Training	Specialist	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Coach/Hot Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
School Relations AD	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
School Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0



## High Potential Middle Leaders (Secondary) Contract - RD1043

Role	Role type	FTE 15- 16	Headcount 15-16	Allocation 15-16	FTE 16- 17	Headcount 16-17	Allocation 16-17	FTE 17- 18	Headcount 17-18	Allocation 17-18	FTE 18- 19
School Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
School Relations Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Fellows Programme Manager	Manager	1.0	1.0	38%	1.0	1.0	100%	1.0	1.0	100%	1.0
PEMs 2015/17	Associate	4.0	4.0	0%	4.0	4.0	100%	0.0	0.0	100%	0.0
PEMs 2016/18	Associate	4.0	4.0	100%	4.0	4.0	100%	4.0	4.0	100%	0.0
PEMs 2017/19	Associate	0.0	0.0	100%	4.0	4.0	100%	4.0	4.0	100%	4.0
PEMs 2018/20	Associate	0.0	0.0	100%	0.0	0.0	100%	4.0	4.0	100%	4.0
<b>North</b>											
Regional Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Executive Assistant	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Programmes Associate Director	Associate Director	0.8	1.0	22%	0.8	1.0	55%	0.8	1.0	57%	0.8
Head of Coaching	Specialist	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Head of Training	Specialist	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Coach/Hot Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
School Relations AD	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
School Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
School Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
School Relations Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Fellows Programme Manager	Manager	1.0	1.0	38%	1.0	1.0	100%	1.0	1.0	100%	1.0
PEMs 2015/17	Associate	3.0	3.0	0%	3.0	3.0	100%	0.0	0.0	100%	0.0
PEMs	Associate	3.0	3.0	100%	3.0	3.0	100%	3.0	3.0	100%	0.0

# High Potential Middle Leaders (Secondary) Contract - RD1043

Role	Role type	FTE 15-16	Headcount 15-16	Allocation 15-16	FTE 16-17	Headcount 16-17	Allocation 16-17	FTE 17-18	Headcount 17-18	Allocation 17-18	FTE 18-19
2016/18											
PEMs 2017/19	Associate	0.0	0.0	100%	3.0	3.0	100%	3.0	3.0	100%	3.0
PEMs 2018/20	Associate	0.0	0.0	100%	0.0	0.0	100%	3.0	3.0	100%	3.0
North East											
Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Cross Programme Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
PEMs 2015/17	Associate	1.0	1.0	0%	1.0	1.0	100%	0.0	0.0	100%	0.0
PEMs 2016/18	Associate	1.0	1.0	100%	1.0	1.0	100%	1.0	1.0	100%	0.0
PEMs 2017/19	Associate	0.0	0.0	100%	1.0	1.0	100%	1.0	1.0	100%	1.0
PEMs 2018/20	Associate	0.0	0.0	100%	0.0	0.0	100%	1.0	1.0	100%	1.0
Midlands											
Regional Director	Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Executive Assistant	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Programmes Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
Head of Training	Specialist	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
Head of Coaching	Specialist	0.8	1.0	22%	0.9	1.0	55%	1.0	1.0	57%	1.0
Coach/Hot Associate	Associate	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
School Relations Associate Director	Associate Director	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	0.0
School Relations Manager	Manager	1.0	1.0	22%	1.0	1.0	55%	1.0	1.0	57%	1.0
School Relations Manager	Manager	1.0	1.0	22%	0.0	0.0	55%	0.0	0.0	57%	0.0
Fellows Programme Manager	Manager	1.0	1.0	38%	1.0	1.0	100%	1.0	1.0	100%	1.0
PEMs 2015/17	Associate	2.0	2.0	0%	2.0	2.0	100%	0.0	0.0	100%	0.0

**High Potential Middle Leaders (Secondary) Contract - RD1043**

Role	Role type	FTE 15- 16	Headcount 15-16	Allocation 15-16	FTE 16- 17	Headcount 16-17	Allocation 16-17	FTE 17- 18	Headcount 17-18	Allocation 17-18	FTE 18- 19	
PEMs 2016/18	Associate	2.0	2.0	100%	2.0	2.0	100%	2.0	2.0	100%	0.0	
PEMs 2017/19	Associate	0.0	0.0	100%	3.0	3.0	100%	3.0	3.0	100%	3.0	
PEMs 2018/20	Associate	0.0	0.0	100%	0.0	0.0	100%	3.0	3.0	100%	3.0	

## Appendix 3

### Cohort 2016/2018

Cost Area	September 2015 - March 2016	Financial year 2016-17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
Set up costs	£0	£0	£0	£0	£0	£0
	■	■	■	■	■	■
	■	■	■	■	■	T
	■	■	■	■	■	T
	■	■	■	■	■	■
	■	■	■	■	■	■
	■	■	■	■	■	■
	■	■	■	■	■	■
	T	T	■	■	■	T
	T	T	■	■	■	T
	■	T	T	T	■	T
	■	■	■	■	■	■
	■	■	■	■	■	■
	■	T	■	■	■	T
	■	T	■	■	■	T
	■	■	T	T	■	T
	■	■	T	T	■	T
	■	■	■	T	■	T

**High Potential Middle Leaders (Secondary) Contract - RD1043**[illegible]

**High Potential Middle Leaders (Secondary) Contract - RD1043**

Cost Area	September 2015 - March 2016	Financial year 2016-17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						</

# High Potential Middle Leaders (Secondary) Contract - RD1043

Cost Area	September 2015 - March 2016	Financial year 2016-17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
I [REDACTED]	T	T	[REDACTED]	[REDACTED]	[REDACTED]	T
[REDACTED]	T	T	T	T	[REDACTED]	T

## Cohort 2017/2019

Cost Area	September 2015 - March 2016	Financial year 2016-17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
Set up costs	£0	£0	£0	£0	£0	£0
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	T	[REDACTED]	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	T	[REDACTED]	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	T	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	T	T	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	T	T	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	T	T	T	T	T
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	T	T	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	T	T	[REDACTED]	[REDACTED]	T
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	T	[REDACTED]	T
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	T	[REDACTED]	T

**High Potential Middle Leaders (Secondary) Contract - RD1043**

Cost Area	September 2015 - March 2016	Financial year 2016-17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
██████████	█	█	██	██	██	T
██████████	█	█	██	██	██	T
██████████	█	█	██	██	██	T
██████████	█	█	██	██	██	T
██████████	█	█	██	█	█	██
██████████	█	█	██	█	█	██
██████████	█	█	█	T	█	T
██████████	█	█	█	T	█	T
█	█	█	██	██	T	T
██████████	█	█	█	██	T	T
██████████	█	█	██	██	██	██
██████████	█	T	██	T	██	T
██████████	█	██	██	██	█	██
██████████	█	█	██	██	██	██
██████████	█	█	██	██	██	██
██████████	█	T	██	██	██	T
██████████	█	█	██	█	█	██
██████████	█	T	██	██	██	T
██████████	█	T	██	██	██	T
██████████	█	█	██	█	█	██
██████████	█	T	██	██	██	T
██████████	█	T	██	██	██	T
██████████	█	██	██	██	██	██
██████████	█	██	██	██	██	██
██████████	█	T	██	██	██	T



**High Potential Middle Leaders (Secondary) Contract - RD1043**[illegible]



## High Potential Middle Leaders (Secondary) Contract - RD1043

Cost Area	September 2015 - March 2016	Financial year 2016- 17	Financial year 2017-18	Financial year 2018-19	Financial year 2019-20	Total
	■	T	■	T	■	T
	■	T	■	■	■	T
	■	T	T	T	T	T

## Appendices

### (Separate Documentation)

- Appendix 1      **Equality and Diversity Policy**
- Appendix 2      **Detailed Cost Matrix**
- Appendix 3      **Detailed Implementation Plan**
- Appendix 4      **Project Board Membership/Organisational Chart**
- Appendix 5      **NCTL commissioned programmes - Marketing & branding guidelines**
- Appendix 6      **Marketing Plan**
- Appendix 7      **Risks and Issues Register**

**Appendix 8                      Intellectual Property Log**

**Appendix 9                      Provider's Bid Clarification**

**Appendix 10                    Invitation to Tender**