

**THE SECRETARY OF STATE FOR EDUCATION**

**- AND -**



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**FRAMEWORK AGREEMENT**  
**for the supply of the**  
**Full Induction Programme, to support**  
**National Roll-Out of the Early Career Framework**

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**THIS FRAMEWORK AGREEMENT** is made on 26 February 2021

**BETWEEN**

1. **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("The Department"); and
  2. [REDACTED] (Company No. [REDACTED]) whose registered office is at [REDACTED] (the "Contractor");
- together, the "Parties"

**WHEREAS:**

- a) On 15 September 2020 the Department placed a contract notice in the Official Journal of the European Union (the "OJEU Notice") seeking invitations to tender from service providers to be appointed to a framework agreement for the supply of the Full Induction Programme, to support National Roll-Out of the Early Career Framework;
- b) Following a selection and award process, the Contractor and five (5) other providers (as set out in Schedule 6 (Framework Agreement Providers) were awarded a place on the framework and requested to enter into the Framework Agreement with the Department;
- c) The Contractor has agreed to enter into this Framework Agreement for the supply of the Services to the Department.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

**1. INTERPRETATIONS**

- 1.1. As used in this Framework Agreement:-
  - 1.1.1. the terms and expressions set out in Schedule 1 shall have the meanings set out therein;
  - 1.1.2. the masculine includes the feminine and the neuter;
  - 1.1.3. the singular includes the plural and vice versa; and
  - 1.1.4. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- 1.2. In this Framework Agreement words and phrases with a first capital letter (or any derivation thereof) shall have the meanings set out in Schedule 1.
- 1.3. In this Framework Agreement except where the context otherwise requires:-
  - 1.3.1. the masculine includes the feminine and vice-versa;
  - 1.3.2. the singular includes the plural and vice-versa;
  - 1.3.3. a reference in this Framework Agreement to any clause, sub-clause, paragraph, schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule or annex of this Framework Agreement;
  - 1.3.4. any reference to this Framework Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
  - 1.3.5. any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

- 1.3.6. a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.3.7. headings are for reference only;
- 1.3.8. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.3.9. the Schedules to this Framework Agreement form part of this Framework Agreement; and
- 1.3.10. references to "the Parties" shall be to the parties to this Framework Agreement.
- 1.4. No review, comment or approval by the Department under the provisions of this Framework Agreement shall operate to exclude or limit the Contractor's obligations or liabilities under this Framework Agreement (or the Department's rights under this Framework Agreement).
- 1.5. Precedence of Documentation
  - 1.5.1. In the event of any inconsistency between the provisions of the Main Body of this Framework Agreement and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:
    - 1.5.1.1 the Main Body and Schedule 1 (Definitions);
    - 1.5.1.2 Schedule 3 (the Specification); and
    - 1.5.1.3 the remaining Schedules equally.

## **2. SCOPE OF THIS FRAMEWORK AGREEMENT**

- 2.1. This Framework Agreement shall take effect on the Commencement Date and no Call-Off Contracts shall be entered into under it until that date.
- 2.2. This Framework Agreement governs the overall relationship of the Department with the Contractor with respect to the provision of the Services. The Department is entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4).
- 2.3. The Framework Agreement is a multi-contractor arrangement and details of all the contractors including the Contractor that have been appointed to the Framework Agreement are set out in Schedule 6 (Framework Agreement Providers).
- 2.4. Any Call-Off Contract shall be in the form of the standard Model Call-Off Contract as set out in Schedule 2.
- 2.5. Any Call-Off Contract entered into under this Framework Agreement shall commence on the date specified in that Call-Off Contract and shall expire no later than the date specified in the Call-Off Contract.
- 2.6. The Contractor shall ensure that any Call-Off Contract entered into under this Framework Agreement shall not:
  - 2.6.1. exceed the limits and scope of this Framework Agreement;
  - 2.6.2. include any terms and conditions that substantially amend or alter the terms and conditions set out in the relevant Model Call-Off Contract.
- 2.7. The Contractor shall invoice the Department for the Services it has delivered in accordance with the terms of the Call-Off Contract.

## **3. THE SERVICES**

- 3.1. The Contractor shall make the Services available on and subject to the terms of this Framework Agreement. When a Service is the subject of an Order by the Department, it will be referred to in the ensuing Call-Off Contract as an Ordered Service.
- 3.2. All Orders shall be placed in accordance with the Ordering Procedures (Clause 0) and the payment for the Services will be calculated using the Pricing Schedule (Schedule 7).
- 3.3. All Call-Off Contracts for the provision by the Contractor of Ordered Services shall be on the terms

and conditions prescribed in the Model Call-Off Contract including where required any Additional Clauses as set out in the Model Call-Off Contract.

- 3.4. The Department shall maintain and keep up to date the Specification (Schedule 3) throughout the Contract Period. Any material amendment to the Specification (Schedule 3) shall be subject to the Contract Change Procedures and may lead to an adjustment to the Pricing Schedule in Schedule 7.
- 3.5. Subject to requirements of Regulation 72 of the Public Contract Regulations 2015 and Clause 5 of this Framework Agreement the Department reserves the right to amend or refine the Specification (Schedule 3) prior to undertaking each Call-off Contract to incorporate continuous improvement, lessons learnt from previous cohorts (including the test and learn Early Roll-Out contracts), and any interdependent factors relating to the Early Career Framework, including but not limited to:
  - 3.5.1. the ECF digital project;
  - 3.5.2. the independent Quality Assurance function;
  - 3.5.3. other models or provisions of ECF delivery;
  - 3.5.4. opportunities to increase synergies with interdependent programmes including, but not limited to, National Professional Qualifications, Teaching School Hubs, and Initial Teacher Training.

#### **4. ORDERING PROCEDURES**

- 4.1. The Parties shall enter into a Call-Off Contract for a specified period and Orders for individual pieces of work during the duration of the Call-Off Contract shall be placed in accordance with the Call-Off Procedures (Schedule 4). The Contractor shall not accept an Order except in accordance with the Ordering Procedures.

#### **5. CHANGES TO THIS FRAMEWORK AGREEMENT**

- 5.1. No amendment to the provisions of this Framework Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 5.2. For these purposes a "Change" shall include any amendment to this Framework Agreement and any material amendments to the Specification (Schedule 3). For each Change that is agreed by the Department and the Contractor pursuant to this Clause 5, this Framework Agreement or the Specification (Schedule 3) shall be amended to the extent necessary to give effect to that Change. Unless and until such amendment is made in accordance with this Clause 5, no Change shall be considered effective, and this Framework Agreement and the Specification (Schedule 3) shall not in any way be considered to have been varied.
- 5.3. In the event that a Change is implemented such Change has an effect on the Model Call-Off Contract (Schedule 2), the Model Call-Off Contract shall be amended accordingly.
- 5.4. To the extent that a Change affects Call-Off Contracts that the Parties have already entered into prior to the Change, the Contractor and the Department shall adhere to the procedure for contract change set out in the relevant Call-Off Contract.
- 5.5. The Department anticipates that changes may be required during the Contract Period in regards to paragraph 3.5.

#### **6. COMMUNICATIONS**

- 6.1. Except as otherwise expressly provided, no communication from one Party to the other shall have any validity under this Framework Agreement unless made in writing by or on behalf of the party sending such communication.
- 6.2. Any notice or other formal communication whatsoever which either the Department or the Contractor are required or authorised by this Framework Agreement to give or make to the other shall be made by email, or via the messaging facility in the Departments nominated contract management platform, addressed to the other at the address specified in Clause 6.3.
- 6.3. For the purposes of Clause 6.2 the address of each party shall be as follows

6.3.1 The Department: [ecf.delivery@education.gov.uk](mailto:ecf.delivery@education.gov.uk)

6.3.2 The Contractor: [REDACTED]

## **7. CONTRACT PERIOD, SUSPENSION AND TERMINATION**

### **CONTRACT PERIOD**

7.1. This Framework Agreement shall commence on the Commencement Date and shall expire on the Expiry Date unless terminated earlier pursuant to this Clause 7 (the "Contract Period").

### **TERMINATION**

7.2. The Department may at any time by notice in writing terminate this Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if:

7.2.1. there is a change of control, as defined by Section 1124 of the Corporation Tax Act 2010, in the Contractor or its Parent Company where the proposed new owner has:

7.2.1.1. been convicted of a criminal offence relating to the conduct of its business or profession including but not limited to under the Bribery Act 2010; or

7.2.1.2. committed an act of grave misconduct in the course of its business or profession; or

7.2.1.3. failed to comply with any obligations relating to the payment of any taxes or social security contributions; or

7.2.1.4. made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or

7.2.1.5. failed to obtain any necessary licences or membership of any relevant body; or

7.2.1.6. the Contractor being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or

7.2.1.7. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Contractor or the Parent Company), or a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or

7.3. The circumstances detailed in Clause 9.3.1 or Clause 9.3.2 arise.

7.4. The Department may at any time by notice in writing terminate this Framework Agreement

immediately if the Contractor is in material default of any obligation under this Framework Agreement and:

- 7.4.1. the material default is capable of remedy and the Contractor shall have failed to remedy the material default within thirty (30) Days of written notice to the Contractor specifying the material default and requiring its remedy; or
- 7.4.2. the material default is not capable of remedy.
- 7.5. The Contractor shall promptly notify the Department in writing on each occasion of the occurrence of any of the events specified in Clause 7.2.
- 7.6. If any funding, including but not limited to the Early Career Framework, from governmental or other sources for the provision of the Services, or for a programme or project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that this Framework Agreement cannot reasonably continue the Department may terminate the Framework Agreement by serving a minimum of 3 months' written notice on the Contractor.
- 7.7. The Department may, in any event, terminate this Framework by serving a minimum of 6 months' written notice on the Contractor.
- 7.8. The termination of this Framework Agreement shall be without prejudice to any rights of either party that shall have accrued before the date of such termination.
- 7.9. The termination of this Framework Agreement will not terminate any Call-Off Contracts that have been awarded under the Framework Agreement as set out in Clause 8.2.

#### **SUSPENSION**

- 7.10. The Department may at any time by notice in writing suspend the Contractor from this Framework Agreement, such suspension to take effect as from the date specified in such notice and to take effect until such time as the material defect has been remedied by the Contractor, to Department's satisfaction or the Department terminates this Framework Agreement in accordance with clause 7.4.
- 7.11. The Contractor's performance of the Services under each Call-Off Contract it enters into with the Contractor shall be to the standard as set out in the Call-Off Contract. Where the Contractor's performance of the Services under any Call-Off Contract falls below the required standards, as set out below, the Department may, by notice to the Contractor in writing, suspend the Contractor from further call-off opportunities under the Framework Agreement, such suspension to take effect from the date set out in the notice until such time as the Contractor's performance under the requisite Call-Off Contract has been rectified to the satisfaction of the Department, in accordance with the terms of the Call-Off Contract, and the Department has notified the Contractor under this Framework Agreement that the suspension has been lifted;
  - 7.11.1. where the Minimum Recruitment Target as set out in the Call-Off Contract, and as set out at paragraph 26, Table 4 (Minimum delivery Targets) of Schedule 7 (Pricing and Performance) of this Framework Agreement, has not been met;
  - 7.11.2. where remedial action(s) as a consequence of a Service Failure in line with paragraphs 2.11 to 2.13 of Schedule 2: Part 2 of a Call-off Contract, has been invoked;
  - 7.11.3. for any period during which the Contractor is required for remedy an unresolved QA Failure in accordance with paragraph 3.10 of Schedule 2 Part 2 of any Call-Off Contract.
- 7.12. Suspension from this Framework Agreement will not terminate any Call-Off Contracts that have been awarded under the Framework Agreement as set out in Clause 8.2.

#### **8. CONSEQUENCES OF TERMINATION SUSPENSION AND EXPIRY**

- 8.1. Notwithstanding the service of a notice to terminate this Framework Agreement, the Contractor shall continue to fulfil its obligations under this Framework Agreement until the date of termination of this Framework Agreement or such other date as required under this Clause 8.
- 8.2. A termination of or suspension from this Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

- 8.3. The provisions of Clauses 8, 10, 12, 14, 17 and 21 and without limitation to the foregoing, any other provision of this Framework Agreement which by its terms is to be performed or observed notwithstanding termination or expiry or which is expressed to survive termination or expiry shall survive the termination or expiry of this Framework Agreement.

## **9. WARRANTIES AND REPRESENTATIONS**

- 9.1. The Contractor warrants and represents that:

- 9.1.1. 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 to perform this Framework Agreement and that this Framework Agreement is executed by a duly authorised representative of the Contractor;
- 9.1.2. as at the Commencement Date of this Framework Agreement, all information contained in its final tender remains true, accurate, and not misleading save as may have been specifically disclosed in writing to the Department prior to the execution of this Framework Agreement;
- 9.1.3. this Framework Agreement shall be performed in compliance with all Legislation as amended from time to time;
- 9.1.4. it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Department;
- 9.1.5. on behalf of itself and its Affiliates or Parent Company, in the three (3) years prior to the Commencement Date of this Framework Agreement and continuing throughout the Contract Period:
- 9.1.5.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- 9.1.5.2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and

- 9.2. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.

- 9.3. The Contractor acknowledges that:

- 9.3.1. any breach of the warranties in Clause 9.1 (other than a breach of Clause 9.1.5) shall be remedied as a matter of urgency at no cost to the Department. Failure to remedy the breach (if capable of remedy) so as to comply with Clause 9.1 within five (5) Working Days of a notice served on the Contractor specifying the breach and requiring its remedy by the Department shall constitute a material breach of this Framework Agreement entitling the Department to terminate in accordance with Clause 7.3; and
- 9.3.2. a breach of its obligations in Clause 9.1.5 shall afford the Department the right to immediately terminate this Framework Agreement without liability or payment of any charges or costs whatsoever.

- 9.4. Except as expressly stated in this Framework Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.

- 9.5. The Contractor and the Department each warrant to the other that they have undertaken all requisite corporate and other action to approve the entering into and performance of this Framework Agreement.

## **10. LIABILITY**

- 10.1. Subject to Clauses 10.2, 10.3 and 10.4 the Parties shall be liable to each other for Direct Losses, whether in respect of breach of contract, misrepresentation, negligence or otherwise.
- 10.2. Nothing in this Framework Agreement shall limit or exclude a party's liability for:
- 10.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 10.2.2. fraud or fraudulent misrepresentation; or
  - 10.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.3. Neither party to this Framework Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Framework Agreement.
- 10.4. For the avoidance of doubt the provisions of Clause 10.3 shall not be taken as limiting the right of the Department to claim for:
- 10.4.1. any additional operational and/or administrative costs and expenses arising as a direct consequence of a breach;
  - 10.4.2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Department arising as a direct consequence of a breach.
- 10.5. Each Party's aggregate liability under Clause 10.1 for the Contract Period shall be limited to five hundred thousand pounds (£500,000).

## **11. GUARANTEE**

- 11.1. Not used.

## **12. DATA PROTECTION**

- 12.1. The Contractor shall comply at all times with the Data Protection Requirements as set out in the Model Call-Off Contract.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. The Contractor shall comply at all times with the Intellectual Property Rights as set out in the Model Call-Off Contract.

## **14. CONFIDENTIALITY**

- 14.1. The Department and the Contractor acknowledge that any Confidential Information originating from:
- 14.1.1. the Department, their servants or agents is the property of the Department; and
  - 14.1.2. the Contractor, its employees, servants or agents is the property of the Contractor.
- 14.2. The Contractor and the Department shall procure that:
- 14.2.1. any person employed or engaged by them shall only use Confidential Information for the purposes of this Framework Agreement and shall only disclose any Confidential Information to any third party with the prior written consent of the originator of that Confidential Information;
  - 14.2.2. any person employed or engaged by them in connection with this Framework Agreement shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the originator of that Confidential Information;
  - 14.2.3. they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the

purposes of this Framework Agreement by their employees, servants, agents or sub-contractors.

- 14.2.4. without prejudice to the generality of the foregoing neither they nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.
- 14.3. The provisions of Clause 14.1 and Clause 14.2 shall not apply to any information which:
  - 14.3.1. is or becomes public knowledge other than by breach of this Clause 14; or
  - 14.3.2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
  - 14.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 14.3.4. is independently developed without access to the Confidential Information; or
  - 14.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 14.4. Nothing in this Clause 14 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Contractor:
  - 14.4.1. to any department, office or agency of Her Majesty's Government.
  - 14.4.2. to any consultant, Contractor or other person engaged by the Department in connection herewith, provided that the Department shall have required that such information be treated as confidential by such consultant, Contractor or other person, together with their servants, including requiring servants to enter into a confidentiality agreement (to which the Contractor shall also be a party) prior to disclosure of the Confidential Information whereupon the Department shall have no further liability for breach of confidentiality in respect of consultants, contractors or other people; and
- 14.5. Nothing in this Clause 14 shall prevent the Contractor or the Department from using data processing techniques, ideas and know-how gained during the performance of this Framework Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Department or the Contractor of any Intellectual Property Rights.

## **15. PUBLICITY**

- 15.1. Neither party shall, by itself, its employees or agents (and each party shall procure that none of its sub-contractors shall) communicate with representatives of the press, television, internet, radio or other communications media on any matter concerning this Framework Agreement save as may be provided for in advance in writing by the parties from time to time.

## **16. DISPUTE RESOLUTION**

- 16.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Framework Agreement. This shall include escalating the dispute to a more senior level within both the Department and the Contractor with a view to reaching a settlement.
- 16.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 16 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 16.3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Framework Agreement until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

## **17. RECOVERY OF SUMS DUE**

- 17.1. If any sum of money shall be due from the Contractor, the same may be deducted from any sum then due or which at the time thereafter may become due to the Contractor under any agreement with the Department.

## **18. DISCRIMINATION**

- 18.1. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.
- 18.2. The Contractor shall take all reasonable steps to secure the observance of the provisions of Clause 18.1 by the Sub-Contractors employed in the execution of this Framework Agreement.

## **19. CORRUPT GIFTS**

- 19.1. The Contractor shall not offer or give or agree to give any person acting for and on behalf of the Department any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Framework Agreement.
- 19.2. Any breach of Clause 19.1 by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Bribery Act 2010, in relation to this Framework Agreement shall entitle the Department to terminate this Framework Agreement and recover from the Contractor the amount of any loss resulting from such termination and/or to recover from the Contractor the amount or value of any such gift or consideration.
- 19.3. Any dispute, difference or question arising in respect of the interpretation of this Clause 19, the right of the Department to terminate this Framework Agreement or the amount or value of any such gift or consideration shall be decided by the Department, whose decision shall be final and conclusive.

## **20. TRANSFER AND SUB-CONTRACTING**

- 20.1. This Framework Agreement is personal to the Contractor. Save in respect of an assignment in whole to an Affiliate of the Contractor in the event of a solvent reorganisation, amalgamation or reconstruction of the Contractor or such Affiliate, the Contractor shall not assign, novate, sub-contract or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Department.

## **21. RIGHTS OF THIRD PARTIES**

- 21.1. This Framework Agreement shall not create any rights, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, that shall be enforceable by anyone other than the Department and/or the Contractor.

## **22. AUDIT**

- 22.1. The Contractor shall document, implement and comply with processes, and keep or cause to be kept full and accurate Records, such that the Department (or their statutory auditors or authorised agents) may verify that the Contractor has complied and is complying with its obligations under this Framework Agreement.
- 22.2. The Contractor shall grant to the Department, any statutory auditors of the Department and any authorised agents of the Department or of its statutory auditors, the right of reasonable access to any premises of the Contractor which are used in connection with the performance of the Contractor's responsibilities and obligations under this Framework Agreement, together with a right to reasonable access to all Records.
- 22.3. Further to the provisions of Clause 22.2, the Contractor shall provide, or procure the provision of, all reasonable assistance at all times for the purposes of carrying out an audit of the Contractor's compliance with this Framework Agreement as well as an audit of all activities, performance, security and integrity in connection therewith.

- 22.4. Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other serious impropriety by the Contractor, the Department reserves for itself or any statutory auditor of the Department the right of immediate access to the premises and documents described in Clauses 22.1, 22.2 and 22.3 and the Contractor agrees to render all necessary assistance to the conduct of such investigation.
- 22.5. The Department shall use all reasonable endeavours to ensure that its auditors cause the minimum amount of disruption to the business of the Contractor, and shall comply with the building regulations and security requirements of the Contractor while on the Contractor's premises.
- 22.6. The Contractor shall comply with the provisions of Schedule 10 (Financial Reports and Audit Rights) in regard to financial transparency, open book costing and audit rights.

### **23. FREEDOM OF INFORMATION**

- 23.1. The Contractor acknowledges that the Department is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.
- 23.2. The Contractor shall and shall procure that its Sub-Contractors shall:
- 23.2.1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
  - 23.2.2. provide the Department with a copy of all Information in its possession, or power in the form that the Department require within five (5) Working Days (or such other period as the Department may specify) of the Department's request; and
  - 23.2.3. provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 23.3. The Department shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 23.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 23.5. The Contractor acknowledges that the Department may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Contractor, or despite having taken the Contractor's views into account.
- 23.6. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

### **24. PERFORMANCE MANAGEMENT**

- 24.1. The Department will monitor the Contractor's performance under the Framework Agreement and reserves the right to require the Contractor to provide any information and / or to assist it in doing so and / or to meet with the Department to discuss performance under the Framework Agreement. The information / data requested may include but not be limited to performance information that relates to one or more Call-Off Contracts awarded under the Framework Agreement.
- 24.2. The performance measures that relate to the provision of the Services shall be as set out in the Call-Off Contract.
- 24.3. In addition to the performance management requirements set out for each individual Call-Off Contract, the Contractor shall attend and proactively participate in any joint collaborative meetings that the Department convenes under the Framework Agreement. These meetings will cover, but not be limited to emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future

opportunities to work more collaboratively with the Department and/or other Framework Agreement Providers.

## **25. STATUTORY INVALIDITY**

- 25.1. The Department and the Contractor expressly agree that should any limitation or provision contained in this Framework Agreement including the Model Call-Off Contract be held to be invalid under any particular statute or law, or any rule, regulation or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if the Department or the Contractor thereby become liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out in this Framework Agreement.

## **26. FRAUD AND IRREGULARITY**

- 26.1. The Contractor shall notify the Department immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Services including but not limited to cases of:

26.1.1. Collusion with employees of the Department;

26.1.2. Computer fraud;

26.1.3. The submission to the Department of inaccurate, incomplete, misleading or falsified information for the purpose of making a Charge to the Department;

26.1.4. Fraud involving sub-contractors and/or Participants;

26.1.5. Any noncompliance with the requirements of the Call-Off Contract, Schedule 2: Part 1 (Pricing) in relation to the claiming, receipt of and administration of the Charges,

Provided nothing in this clause 26 shall require the Contractor to do anything which may cause it to infringe the any law.

- 26.2. Where the Department has reasonable cause to believe that any fraud or irregularity has occurred in relation to the delivery of the Services under a Call-Off Contract and/or the payment of the Charges and/or the flow down of payment to the supply chain by the Department under a Call-Off Contract the Department shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Contractor.

- 26.3. The Department reserves the right to recover from the Contractor any Charges paid where the payment of the Charges or any arrangement between the Contractor and a sub-contractor or Participant breaches the terms of the Framework Agreement or the provisions of Schedule 2 Part 2 (Pricing) of the Call-Off Contract and/or was based on wrong, inaccurate or misleading information.

## **27. SEVERABILITY**

- 27.1. Subject to the provisions of Clause 25 (Statutory Invalidity), if any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement, the Department and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

## **28. WAIVER**

- 28.1. The failure of the Contractor or the Department to insist upon strict performance of any provision of this Framework Agreement or to exercise any right or remedy to which it is entitled under this Framework Agreement, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Framework Agreement.

28.2. A waiver of any default shall not constitute a waiver of any other default.

- 28.3. No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of Clause 6 (Communications).

## **29. NON-EXCLUSIVITY AND CONTRACTOR STATUS**

- 29.1. This Framework Agreement is non-exclusive and the Department shall:
- 29.1.1. at all times be entitled to enter into contracts for services that are similar to or the same as the Services as set out in Schedule 3 with suppliers other than the Contractors who have been appointed to the Framework Agreement;
  - 29.1.2. at all times be entitled to procure contracts and / or framework agreements for services that are similar to or the same as the Services as set out in Schedule 3 to operate in parallel with or to replace the Framework Agreement;
  - 29.1.3. not be deemed to make or have made any representation or warranty to the Contractor with regards to this Framework Agreement being anything other than non-exclusive.
- 29.2. No guarantee or representation shall be deemed to have been made by the Department in respect of the total quantities or values of the Services to be ordered under this Framework Agreement. Further, the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such guarantee or representation.
- 29.3. In carrying out its obligations under the Framework Agreement and Orders placed under it the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 29.4. In the event of a Financial Distress Event, the provisions in Schedule 8 (Financial Distress) shall apply.

## **30. LAW AND JURISDICTION**

- 30.1. The Department and the Contractor accept the exclusive jurisdiction of the English courts and agree that this Framework Agreement is to be governed by and construed according to English law.

## **31. ENTIRE AGREEMENT**

- 31.1. This Framework Agreement constitutes the entire understanding between the Department and the Contractor relating to the subject matter.
- 31.2. Neither the Department nor the Contractor have relied upon any representation or promise except as expressly set out in this Framework Agreement.
- 31.3. Both the Department and the Contractor unconditionally waive any rights they may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Framework Agreement (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.
- 31.4. Both the Department and the Contractor unconditionally waive any rights they may have to seek to rescind this Framework Agreement on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Framework Agreement unless such statement was made fraudulently.

**AS WITNESS** the hands of the parties:

**Authorised to sign for and on behalf of** [REDACTED]

Signature: \_\_\_\_\_

Name in CAPITALS: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Address in full: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name in CAPITALS: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

Address in full: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1 - DEFINITIONS

Additional Clauses	means the Clauses set out in Schedule 3 (Additional Clauses) of the Model Call-Off Contract;
Affiliate	in relation to any person, the holding company or subsidiary of that person or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 and Schedule 6 of the Companies Act 2006;
Appropriate Body	has the meaning given in the Education (Induction Arrangements for School Teachers) (England) Regulations 2012 and refers to a body with responsibility under those regulations for certifying that an Early Career Teacher has successfully completed their induction period;
Call-Off Contract	The Model Call-Off Contract set out in Schedule 2;
Central Government Body	means a body listed in one of the following sub-categories of the central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office of National Statistics; <ul style="list-style-type: none"><li>(a) Government Department;</li><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>(c) Non-ministerial Department; or</li><li>(d) Executive Agency;</li></ul>
Change	any change as set out in Clause 5.2 (Changes to this Framework Agreement);
Charges	means the charges payable by the Department for the performance of the Ordered Services by the Contractor as set out in the Order and payable in accordance with the Model Call-Off Contract;
Commencement Date	means 01 March 2021 or such other date agreed in writing by the Parties;
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractor s of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
Contract Change Notice (CCN)	means a Contract Change Notice in the form set out at the Annex 1 to Schedule 5 (Contract Change Procedure);
Contract Change Procedures	means the procedures specified in Schedule 5 (Contract Change Procedure) for making changes to this Framework Agreement;
Contract Period	means the term of this Framework Agreement as set out in Clause 0, unless terminated earlier in accordance with the provisions of Clauses 7.2 or 7.4;

Crown Body	means any department, office or agency of the Crown;
Department	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
Direct Losses	means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), loss of use, proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
Dispute	any difference or dispute between the Department and the Contractor arising out of or in connection with this Framework Agreement (including any question as to the validity or interpretation of this Framework Agreement and including any dispute arising before or after termination of this Framework Agreement);
Environmental Information Regulations	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
European Economic Area	from time to time the European Economic Area as created by The Agreement on the European Economic Area 1992 or any successor or replacement body, association, entity or organisation which has assumed either or both the function and responsibilities of the European Economic Area;
Expiry Date	means 28 February 2025 or such other date agreed in writing by the Parties;
Financial Distress Event	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 8 (Financial Distress)
Framework Agreement	means this Framework Agreement, comprised of the Clauses and Schedules;
Framework Manager	means a representative of either party responsible for ensuring the parties are performing their obligations under this Framework Agreement, until notified otherwise in writing the Department's Framework Manager shall be [REDACTED];
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
GDPR	Means the General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	that degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of

	undertaking as that of the Contractor) or any Sub-Contractor under the same or similar circumstances;
Guarantee	an agreement in the form set out at Schedule 9 entered into in accordance with Clause 11;
Guarantor	the party identified as such in the Guarantee;
Her Majesty's Government	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;
Indirect Losses	means loss of profits, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Intellectual Property Rights	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
LED	means Law Enforcement Directive (Directive (EU) 2016/680)
Legislation	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
Model Call-Off Contract	means the model Call-Off Contracts in Schedule 2 which specify the terms and conditions for Call-Off Contracts (as such may be amended from time to time);
Order	means an order for Services served by the Department on the Contractor in accordance with the Ordering Procedures;
Ordered Services	means any Services available under this Framework Agreement the Department has instructed the Contractor to carry out under the terms of a Call-Off Contract by means of a valid Order placed in accordance with the Ordering Procedures;
Ordering Procedures	means the ordering procedures specified in Clause 4 of this Framework Agreement;
Protective Measures	Means appropriate technical and organisational measures which may include, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal Data can be restored in a timely manner after an incident , and regularly assessing an evaluating the effectiveness of the such measures adopted by it;
Qualifying Change in Law	means:- (a) any Change in Law which specifically refers to the provision of

- a service the same as or similar to the Services; or
- (b) a Change in Law the terms of which apply expressly to the Project and to similar projects and/or the Contractor and not to other persons;

which was not foreseeable at the Commencement Date;

Records	means such full and accurate records as are required to be kept by the Contractor to satisfy the requirements of Clause 22 (Audit);
Regulatory Bodies	means those Government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Services	means the services specified in Schedule 3 (the Specification) that the Contractor shall make available to the Department in accordance with this Framework Agreement;
SME	Means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
Specification	means the specification of Services being offered to the Department by the Contractor under this Framework Agreement as included in this Framework Agreement at Schedule 3;
Sub-Contractor	means any contractor selected, appointed and managed by the Contractor. The terms "Sub-Contract" and "Sub-Contracting" shall be similarly construed;
Termination Date	shall mean the date on which the Project Agreement terminates before the end of its intended contract period, in accordance with the terms of the Project Agreement.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 into English law;
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales;

## **SCHEDULE 2 – MODEL CALL-OFF CONTRACT**

The Model Call-Off Contract is attached as a separate Schedule to this Framework Agreement.

## SCHEDULE 3 – SERVICE SPECIFICATION

### SECTION 1: BACKGROUND

#### 1. Context

- 1.1 Teachers are the foundation of the education system – there are no great schools without great teachers. At the heart of great teaching and great school leadership is a shared, evidence-informed understanding of what works.
- 1.2 Delivering on the commitments set out in the [Teacher Recruitment and Retention Strategy](#), the DfE is in the process of transforming training and support for teachers at all stages of their career.
- 1.3 The DfE has revised the Initial Teacher Training Core Content Framework and, through the implementation of the Early Career Framework (“ECF”), will support teachers in the first years of their career with a structured and high quality two-year induction.
- 1.4 Building from this, a priority of the DfE is to help all teachers and leaders continuously develop their knowledge and skills throughout their careers, so that every child in the classroom in every school gets a world-class start in life.
- 1.5 National Professional Qualifications (NPQs) provide training and support for teachers and leaders at all levels. As set out in the Teacher Recruitment and Retention Strategy, the DfE has committed to developing three new specialist NPQs. Alongside this the DfE is reviewing the suite of leadership NPQs.
- 1.6 It is the DfE’s intention that the revised suite of NPQs will complete the golden thread from initial teacher training through to school leadership, rooting teacher and leader development in the best available evidence and collective wisdom of the profession.

#### 2. Introduction

- 2.1 The Contractor is required to deliver the Full Induction Programme to support the National Roll-Out of the ECF reforms.
- 2.2 National Roll-Out of the ECF reforms aims to improve the quality and support of early career teachers (“ECTs”) through an entitlement of two years of professional development. Contractors will do this by providing schools with access to materials and training programmes underpinned by the ECF, to support them to offer an ECF-based induction to their ECTs and support them with trained Mentors.
- 2.3 The Contractor is required to understand the context of the ECF, which is the basis for the Services, and contains the drivers for this requirement, including (which may be updated as required):
  - The ECF, which underpins an entitlement to a funded, two-year package of structured training and support for ECTs and their Mentors, available at:  
<https://www.gov.uk/government/publications/supporting-early-career-teachers>
  - The Core Induction Programmes include high-quality development materials, underpinned by the ECF, which will support early career teachers to develop the essential knowledge and skills to set them up for a successful and fulfilling career in teaching, available at:  
<https://www.early-career-framework.education.gov.uk/>
  - The Strengthening Qualified Teacher Status and improving career progression for teachers, consultation. The summary of responses received, along with the Government’s response outlining the next steps, available at:  
<https://www.gov.uk/government/consultations/strengthening-qualified-teacher-status-and-career-progression>
  - The DfE’s Teacher Recruitment and Retention Strategy, available at:  
<https://www.gov.uk/government/publications/teacher-recruitment-and-retention-strategy>

- The DfE's Induction for newly qualified teachers (England) Statutory guidance for appropriate bodies, headteachers, school staff and governing bodies, available at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/696428/Statutory\\_Induction\\_Guidance\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/696428/Statutory_Induction_Guidance_2018.pdf)
- The National Standards for school-based initial teacher training mentors, available at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/536891/Mentor\\_standards\\_report\\_Final.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536891/Mentor_standards_report_Final.pdf)
- The Teachers' Professional Development Standard, defining good professional development for teachers, available at:  
<https://www.gov.uk/government/publications/standard-for-teachers-professional-development>

### **3. Policy background**

#### **3.1 Improving support for ECTs is at the heart of the DfE's Teacher Recruitment and Retention Strategy.**

3.2 It is essential that ECTs are able to develop the knowledge, practices and working habits that will set them up for a fulfilling and successful career in teaching. At the heart of the DfE's [Teacher Recruitment and Retention Strategy](#) is a commitment to transform support for teachers at the start of their career.

3.3 Statutory induction is a key step in a teacher's journey towards a successful career in teaching and is required to support the ECT in demonstrating that they have met the Teachers' Standards. All organisations that offer statutory induction to ECTs must comply with the same Statutory requirements.

3.4 In January 2019, the DfE published the ECF, which sets out what all ECTs will learn about and learn how to do as part of their strengthened statutory induction. It is based on expert guidance and the best available evidence. The Education Endowment Foundation (EEF) has independently reviewed the framework.

3.5 **From September 2021, all teachers undergoing statutory induction will have a two-year induction underpinned by the ECF.** From September 2021, statutory induction will be extended from one year to two years and ECTs will be entitled to an 'ECF based Induction'. The package of reforms funded by the DfE will ensure new teachers have dedicated time set aside to focus on their development. By the time the new system is fully in place, the DfE anticipates investing up to an additional £130 million every year in ECF induction.

3.6 An ECF induction entitles ECTs to two years of support, including:

3.6.1 Funded time away from the classroom (10% in year 1 as now and an additional 5% off timetable in year 2) to undertake a planned 131-hour curriculum of training, covering all of the ECF 'learn that' and 'learn how to' statements, including:

- i) Self-directed study sessions (at least 23 hours).
- ii) Mentor sessions (~ 59 hours).
- iii) Training sessions (at least 30 hours).

3.6.2 A trained Mentor, familiar with the evidence and practice of ECF, with additional funded time away from the classroom to support the ECT in the second year.

#### **3.7 The DfE will make available optional support to help schools deliver statutory induction.**

3.8 The DfE is committed to providing support for schools to implement the new induction requirements and to minimise the burden on them. This support includes:

3.8.1 **High quality, freely available training materials** for schools to use to develop and deliver their own induction programmes for their ECTs. These materials translate the content of the ECF into a structured induction programme with supporting materials that cover each statement in the ECF. This was a commitment the DfE made in response to

the consultation on extending induction. For the purposes of the Framework Agreement, this is called the 'Core Induction Programme'. These materials have been published [here](#)<sup>1</sup>.

- 3.8.2 **Funded training programmes for ECTs.** A quality assured training Contractor will offer schools additional and high quality training and materials to support the ECT. This will include delivering support directly to ECTs. The DfE wants to encourage as many schools as possible to benefit from funded training programmes. In order to ensure all ECTs are experiencing a consistently high-quality induction experience, training programmes will be based on the high-quality training outlines set out in the Core Induction Programme (see Section 3).
- 3.8.3 **Funded Mentor Training.** The DfE recognises the fundamental importance of mentoring for ECTs and to the successful delivery of the ECF. As such, the DfE committed in the consultation response to ensure that schools have access to high quality training for their Mentors. This Mentor training will be related to the ECF, funded, and delivered by a quality assured training Contractor alongside the ECT training.
- 3.9 Given the importance of a Mentor for a successful induction, the DfE will offer the Mentor training and ECT training as a 'bundle' to ensure that ECTs on the training programmes are supported by a Mentor familiar not only in mentoring techniques, but also with the ECF itself. Schools will be offered a Mentor training place for every ECT they sign up. Though some Mentors support multiple ECTs, the DfE will still offer schools a Mentor training space for each ECT, to allow schools to build up mentoring capacity if they wish to.
- 3.10 From September 2021, all schools offering statutory induction, including academies and free schools who may choose to offer it, will be required to ensure all ECTs receive their entitlement to a two-year programme of support and development underpinned by the ECF. The ECF will form the basis of all statutory induction programmes:
- 3.10.1 All ECTs on a statutory induction will have an entitlement to training across the full range of the ECF – see Section 3 for further details.
- 3.10.2 Appropriate Bodies will be expected to quality assure the statutory induction process, including implementation of the ECF.
- 3.11 The DfE will be publishing updated statutory induction guidance in September 2021 to provide further information on the role of the ECF in the delivery of a strengthened induction. Schools are free to use the ECF before this statutory guidance is in place.
- 3.12 Formal assessment under the new arrangements will remain the sole responsibility of the school, with assessment against the Teachers' Standards and not the ECF. The ECF is not, and should not be used, as an assessment framework. ECTs will not be expected to collect evidence against the ECF, and they will continue to be assessed against the Teachers' Standards only. The ECF will underpin an entitlement to training and support for ECTs and should not be seen as an additional assessment tool.
- 3.13 **To prepare for National Roll-Out in 2021, the DfE is conducting Early Roll-Out in four areas from September 2020.**
- 3.14 In 2019, the DfE undertook a procurement for Early Roll-Out of the ECF in (i) the North East, (ii) Greater Manchester, (iii) Bradford and (iv) Doncaster to deliver a 2 year 'test and learn' cohort from September 2020. These areas represent a diverse range of schools in varying circumstances, which will help to build our understanding of how to support schools in implementing a programme of support and development underpinned by the ECF. The Early Roll-Out cohort is currently supporting over 1,900 ECTs and their assigned Mentors.
- 3.15 Covid-19 has meant that virtually all ECTs starting in September 2020 have had their Initial Teacher Training year curtailed. Therefore, the DfE extended the availability of high quality support beyond Early Roll-Out areas and are currently supporting over 4,600 ECTs and their assigned

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<sup>1</sup> From September 2021 the CIP materials will be hosted on the DfE digital platform.

mentors from across the country, with a one year version of the Early Roll-Out programme, focusing on schools serving disadvantaged communities.

- 3.16 As part of Early Roll-Out, Contractors were asked to sequence the ECF into a curriculum, and design self-study materials for ECTs, as well as training session outlines for ECTs and Mentors. Together these materials form the Core Induction Programme. National Roll-Out will consist of training based on these programmes.
- 3.17 The National Roll-Out of full training programmes fulfils the next stage in this process – the requirements of which are set out in this Specification.

#### **4. Teaching School Hubs**

- 4.1 In the DfE's Recruitment and Retention Strategy, the DfE committed to improving support for all teachers, ensuring that they receive high quality training and development at every stage of their career – from Initial Teacher Training through to leadership qualifications. At the heart of this new system will be Teaching School Hubs (TSH). TSH will have a concentrated focus on teacher training and development that will see a return to the original vision behind teaching schools, recognising teacher and leader development as the most important form of school improvement.
- 4.2 TSH will be expected to play a significant role in delivering the ECF, and to seek to be involved in the delivery of new Specialist NPQs and Leadership NPQs. They will also deliver school-based initial teacher training, and quality assure statutory induction through an Appropriate Body role. Their clearly defined role in professional development will make it easier for schools and teachers to identify what opportunities and support are available to them. TSH will also be able to deliver other high-quality evidence based CPD that focusses on developing quality teaching across the hub area.

#### **5. Alternative ECF Provision**

- 5.1 The Teacher Recruitment and Retention Strategy outlined our commitment to improving training opportunities at every stage of the teacher career journey. We need a strong delivery infrastructure to provide a world-class development offer for teachers and leaders. To support this, the DfE may in the future establish new teacher training models to deliver the ECF and/or other teacher development programmes.
- 5.2 Therefore, the DfE reserves the right to run a separate procurement during the term of the ECF Framework to establish alternative delivery models that include the delivery of NRO services and incorporate them within existing ECF funding and demand.
- 5.3 In this event, the DfE will provide further details regarding opportunities and/or impacts for ECF Framework Providers. ECF Framework Providers are reminded that under the Framework Agreement there is no guarantee of there being a specified level of call-offs or indeed any call-offs at all. There is also no exclusivity in relation to the same or similar services only being delivered by ECF Framework Providers.

#### **6. Appropriate Bodies**

- 6.1 Organisations, which are also an Appropriate Body, are permitted to deliver Services for ECF National Roll-Out. This means a Contractor can deliver training to another school for which that Contractor is also the Appropriate Body. Similarly, the Contractor does not need to restrict any delivery partner from both acting as an Appropriate Body to another school and also delivering training to the same school.
- 6.2 The DfE advises that Appropriate Body and training provider roles are distinct. Note that:
  - 6.2.1 Appropriate Bodies are responsible for ensuring that schools provide adequate support for their NQTs, and that their assessment is fair and consistent across all institutions. Roles and responsibilities are set out in statutory guidance and include: ensuring that headteachers/principals are aware of, and capable of meeting their responsibilities for

monitoring support and assessment; and the monitoring, support, assessment and guidance procedures in place are fair and consistent.

- 6.2.2 Providers should deliver training to Early Career Teachers, as laid out in the National Roll-Out specification. Separate mechanisms are in place to quality assure the delivery of training.

## SECTION 2: SPECIFICATION OF REQUIREMENTS

### 7. Context

- 7.1 Using existing published Core Induction Programme products the Contractor is required to design and deliver ECT and Mentor Training Programmes to support the National Roll-Out of the ECF reforms.
- 7.2 The ECF sets out what all ECTs will learn about and be trained in as part of their new strengthened statutory induction period to be introduced nationally from September 2021.
- 7.3 The DfE wishes to provide support for schools to implement the new induction requirements and to minimise any associated burdens on them. In Early Roll-Out, 4 Contractors have produced a Full Induction Programme, made up of six products, designed to support ECTs and their Mentors. Products 1-4 make up the Core Induction Programme. The Core Induction Programmes have been published [here](#)<sup>2</sup>. Products 1-6 make up the Full Induction Programme.
- 7.4 The Full Induction Programme includes 6 elements:
- 7.4.1 Product 1 - Sequence
  - 7.4.2 Product 2 - Self-directed Study Materials
  - 7.4.3 Product 3 - Mentor Session Materials
  - 7.4.4 Product 4 - ECT Training Session Outlines
  - 7.4.5 Product 5 - ECT Training Programmes
  - 7.4.6 Product 6 - Mentor Training Programmes
- 7.5 In National Roll-Out, the Contractor shall design training for ECTs and their Mentors (Products 5 and 6) using one of the Core Induction Programmes produced by our Early Roll-Out Contractors. Contractors must maintain any defined training models or concepts established in the chosen Core Induction Programme within their Products 5 and 6.
- 7.6 The Contractor will host their selected Core Induction Programme (Products 1 – 4) and their Products 5 and 6 on a digital platform for participants undertaking the Full Induction Programme.
- 7.7 In designing the training referred to in 7.5, Contractors are granted flexibility around ‘how’ to deliver the training but not ‘what’ training to deliver. Training session outlines dictate the ECF statements that Contractors should cover in particular sessions and the desired outcomes that Contractors shall ensure are met. There is flexibility on how Contractors achieve those outcomes although the Contractor is required to adhere to the suggested timings in the training session outlines. There are no training session outlines for Mentor training and no specific timings other than Contractors shall ensure that Mentor training provides for a maximum of 36 hours of training for Mentors over two years. Mentor training shall as a minimum ensure Mentors are proficient in the content of the ECF and are equipped with the core mentoring skills sufficient to support the ECF with the chosen Core Induction Programme.
- 7.8 A brief summary of each of the elements the Contractor must design in National Roll-Out can be found in **Table 1** below. **Table 2** describes Products 1-4, as procured in Early Roll-Out, on which the National Roll-Out Contractors’ training must be based.

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<sup>2</sup> From September 2021 the CIP materials will be hosted on the DfE digital platform.

7.9 **Table 1: Description of Products and Services for National Roll Out**

<b>Product / Service</b>	<b>Overview</b>	<b>Product /Service Audience</b>	<b>Product / Service Purpose</b>
5a. ECT Training Programme Content	The Contractor is required to prepare the content of the ECT Training Programme, based on the Training Session Outlines to deliver the stated Product/Service Purpose.	ECT	ECTs develop a deep understanding of all parts of the ECF, and the quality of their teaching is improved. ECTs build effective support networks, including outside of their school.
5b. ECT Training Programme Delivery	The Contractor is required to deliver the ECT Training Programme to ECTs to achieve the Product/Service Purpose. The delivery mechanism is not prescribed and may include face-to-face or online. The Contractor shall ensure that the training programme enables ECTs to build effective support networks.		
6a. Mentor Training Programme Content	The Contractor is required to design the content of the Training Programme for the Mentors of ECTs to deliver the stated Product/Service Purpose. The content shall be focused on the ECF and mentoring knowledge and skills needed for the relevant Core Induction Programme's Mentor Sessions.	Mentor	Mentors develop a deep understanding of all parts of the ECF in order to support the ECTs with their understanding of the ECF. Mentors are able to effectively mentor and tailor their support to the individual ECT's needs and experiences. Mentors have a professional community of support to share best practice.
6b. Mentor Training Programme Delivery	The Contractor is required to deliver the Training Programme for the Mentors of ECTs to achieve the stated Product/Service Purpose. The Training Programme shall be focused on the ECF and mentoring knowledge and skills		

	needed for the Mentor sessions. The training programme shall also enable Mentors to build professional communities of support.		
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7.10 **Table 2: Description of the elements of the Core Induction Programme**

<b>Product / Service</b>	<b>Overview</b>	<b>Product /Service Audience</b>	<b>Product / Service Purpose</b>
1. Sequence	Each 'learn that' and 'learn how to' section of the ECF is in an order (a "sequence") across a two-year induction period. This sequence describes the way ECTs study each section (self-directed / Mentor sessions / training) and the time to be spent on it.	School and ECT and Mentor	Schools/users/the Contractor are able to deliver a two-year induction programme that covers each 'learn that' and 'learn how to' statement in the ECF. The sequence enables ECTs to master foundational concepts and knowledge before moving on to new concepts and knowledge. Schools, ECTs and Mentors know what to expect in terms of their schedule and priorities for induction.
2. Self-directed Study Materials	Materials which support independent study undertaken by the ECT on specific sections of the ECF as set out in the Sequence.	ECT	ECTs are able to use self-directed study materials to work independently and at their own pace. ECTs develop a deep understanding of all parts of the ECF, and the quality of their teaching is improved.
3. Mentor Session Materials	Materials which support regular mentoring sessions between the ECT and their Mentor on specific sections of the ECF as set out in the Sequence.	ECT and Mentor	Schools/the Contractor are able to create provision of Materials that enables Mentors to prepare effective mentoring sessions quickly. ECTs receive support from their Mentor to understand and apply the ECF, which is tailored to the ECT's individual needs and experiences. Through discussions with their Mentor, ECTs develop a deep understanding of all parts of the ECF, and the quality of their teaching is improved.
4. ECT Training Session Outlines	An outline of content to be covered within ECT training sessions on specific sections of the	School/the Contractor	Schools/the Contractor wishing to deliver training themselves (in National Roll-Out) are able to:

	ECF as set out in the Sequence.		<p>a. Understand what content of the ECF should be covered in each training session; and</p> <p>b. Develop and deliver high quality training programmes based on the training outlines.</p>
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## 8. **The Services required for National Roll-Out**

### 8.1 **Product and Service 5: ECT Training Programmes (including ECT Training Content and ECT Training Delivery)**

8.2 A critical component of the support the DfE is offering to ECTs during the strengthened induction is the ECT Training Programmes. The purpose of ECT Training Programmes is to deepen ECTs' understanding of the content of the ECF, in order to improve the quality of their teaching and to enable ECTs to build effective support networks, including outside of their school. Contractors shall create and deliver training direct to ECTs. This training shall be based on one of the Early Roll-Out Core Induction Programme's ECT Training Session Outline (Product 4), and Contractors are required to ensure the outcomes set out in those Training Session Outlines are met.

### 8.3 **Product 5a: ECT Training Programme Content**

8.4 Table 3 - sets out the essential criteria for the ECT Training Content to be met by Contractors when designing the ECT training programme:

<b>Product 5a: Essential criteria for ECT Training Programmes</b>	
1.	The Training Programme Content must only cover content referred to in the ECF.
2.	Sufficient ECT Training Content shall be produced to best utilise the time allocated in the relevant Sequence for ECT Training Sessions.
3.	The ECT Training Content shall adhere to the relevant ECT Training Session Outlines (Product 4).
4.	The approach to ECT training shall be informed by (and make reference to) current research and international best practice.
5.	In designing ECT Training Content, the Contractor must give due consideration to different delivery methods, including but not limited to face-to-face sessions, peer sessions, events and/or visits, online sessions, and communities of support. Of the 30 hours of training, there must be a minimum of 18 hours of face-to-face ECT training provided. The Contractor must ensure that the ECT training sessions help ECTs to build effective support networks, including outside of their own school, and must ensure that the ECT Training Sessions allow ECTs to observe a range of good practice and teaching methods whilst minimising the impact on ECTs' time and workload.
6.	The Contractor must produce Training Programme Content that works for all ECTs, regardless of subject, phase, or context. This can either be a universal programme of content suitable for all ECTs, drawing from a range of subject, phases and contexts or separate sets of content which are subject, phase and/or context specific.

### 8.5 **Service 5b: ECT Training Programme Delivery**

8.6 Table 4 – sets out the essential criteria for the ECT Training Delivery to be met by Contractors when delivering the ECT Training Programme.

<b>Product 5b: Essential criteria for Training Programme Delivery</b>
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1.	The Contractor must deliver the ECT Training Content to all ECTs in schools who have signed-up to the Contractor's Programme in National Roll-Out. The ECT Training Programmes must not exceed the time allocated in the relevant Sequence for ECT Training.
2.	The Contractor has primary responsibility for the delivery of the ECT Training Programme, including for the quality of provision delivered by any sub-contractors, as measured by Key Performance Indicators (KPIs) and/or Service Level Agreements (SLA).
3.	The Contractor must work with schools to ensure high participation in training programmes, providing evidence for how the programme will meet the needs of schools and ECTs, including recognising timetabling considerations.
4.	The Contractor shall develop mechanisms for accurately measuring and reporting participation and retention rates in the programme and have mechanisms and strategies for improving low participation and retention rates.
5.	The Contractor must ensure that the information and data that it holds in relation to each ECT Participant is in a format that can be shared easily. In addition, that its registration with the Information Commissioner's Office enables the Contractor to provide information to the DfE, should one of its ECT Participants move schools and therefore training programmes to another Contractor.

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

8.8 In order to support Mentors to develop a deep understanding of the ECF; to improve and tailor their support to individual ECTs; and to develop a professional community of support to share best practice, the Contractor is required to develop and deliver training for the Mentors of ECTs.

**8.9 Product 6a: Mentor Training Programme Content**

8.10 Table 5 – sets out the essential criteria for the Mentor training content to be met by Contractors when designing the Mentor Training Programme Content:

<b>Product 6a: Essential criteria for Mentor Training Programme Content</b>	
1.	The Contractor must produce Mentor training content that is focused primarily on training Mentors in: (i) proficiency in the content of the ECF; and (ii) building core mentoring knowledge and skills needed for the relevant Core Induction Programme's Mentor Sessions. These will ensure that the Mentor can support the ECT to understand the ECF.
2.	The Contractor must develop a Mentor Training Programme that provides for a maximum of 36 hours of training for Mentors over two years. This equates to approximately 6 hours of training per term (based on a school that operates a three-term academic year); the Contractor is not bound by this model and may use their 36 hours as is most appropriate. The design of the Mentor Training Programme must take account of the existing burdens on Mentors and schools.
3.	The Mentor Training Programme Content must be informed by (and make reference to) current recognised research and international best practice.
4.	In designing the Mentor Training Programme Content, the Contractor must give due consideration to different delivery methods, including but not limited to face-to-face sessions, peer sessions, events and/or visits, online sessions, communities of support. There must be a minimum of nine hours of face-to-face training. The Contractor must ensure that the training programme helps Mentors to build effective support networks, including outside of their own school whilst minimising the impact on Mentors' time and workload.
5.	The Contractor must ensure that all Mentor training fully adheres to the current <a href="#">National Standards</a> for school-based initial teacher training Mentors. The DfE reserves the right to require the Contractor to make reasonable adjustments to the Mentor training following any future publication of updated standards and/or frameworks.

6.	The Contractor must produce Mentor training content that works for all Mentors, regardless of subject, phase or context. This can either be a universal set of training content suitable for all Mentors, drawing from a range of subject, phases and contexts or separate sets of training content which are subject, phase and/or context specific.
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8.11 **Service 6b: Mentor Training Programme Delivery**

8.12 Table 6 – sets out the essential criteria for the Mentor training delivery to be met by Contractors when delivering the Mentor Training Programme.

<b>Product 6b: Essential criteria for Mentor Training Programme Delivery</b>	
1.	The Contractor must deliver the Mentor Training Programme Content to all the ECT Mentors in all the schools that they propose to deliver in, as per the recruitment requirements below.
2.	The Mentor Training Programme must not exceed the time allocated in the relevant Sequence. The 36 hours of content can be delivered across the two years at the Contractor's discretion.
3.	The Contractor has full responsibility for the quality of the delivery of the Mentor Training Programme, including for the quality of any sub-contractors.
4.	The Contractor must work with schools to ensure high participation in Mentor training Programmes, providing evidence for how the programme will meet the needs of schools, including recognising timetabling considerations.
5.	The Contractor shall develop mechanisms for accurately measuring and reporting participation and retention rates in the programme and have mechanisms for improving low participation and retention rates.
6.	The Contractor must ensure that the information and data that it holds in relation to each Mentor Participant is in a format that can be shared easily. In addition, that its registration with the Information Commissioner's Office enables the Contractor to provide information to the DfE, should one of its Mentor Participants move schools and therefore training programmes to another Contractor.

**9. Commissioning of Delivery Partners**

9.1 It is expected that the Contractors will deliver their ECF Full Induction Programme in partnership with Delivery Partners. These will be other high-quality organisations including the national network of Teaching School Hubs (TSH) which will be in place in early 2021. It is expected that high quality education training Contractors including TSH, will play a key role in the delivery of the ECF.

9.2 The DfE's strong preference is for Delivery Partners to work exclusively with one lead Contractor. However, in the event a Delivery Partner works with more than one Contractor, each of the Contractors engaging the same Delivery Partner is responsible for managing any emerging conflicts of interest. As part of each Service Proposal the Contractor shall ensure that it has considered, and where required, mitigated any potential conflicts of interest, commercial sensitivities and/or data protection risks. Each Contractor is responsible for identifying and managing any such instances within their supply chain and shall implement a proportionate policy or code of conduct, as required. The Contractor shall notify the DfE in its Service Proposal and subsequently where conflicts of interest are identified and shall keep records of compliance to be made available to the DfE on request.

9.3 The Contractor is responsible for all legal and audit obligations of their supply chain, including adhering to government policy regarding: SMEs, supply chain prompt payment, compliance and managing conflicts of interest.

9.4 The Contractor shall hold their Delivery Partners to account for fulfilment of this contract. To this end, the Contractor must have a clear and documented strategy setting out their management and other arrangements for delivery partners, including:

- 9.4.1 The role and scope of Delivery Partners and the arrangements to be put in place between the parties, including the performance management of the Delivery Partner;
  - 9.4.2 Clear criteria that will be used to select Delivery Partners which must as a minimum meet the DfE's criteria set out in Table 7;
  - 9.4.3 Arrangements for onboarding and training Delivery Partners to the required standard when appointed;
  - 9.4.4 How the Contractor will manage Delivery Partners effectively to ensure high quality delivery including quality assurance processes, audit and governance arrangements, and remediation and contingency plans in the event of poor performance or failure;
  - 9.4.5 How Delivery Partners will execute communications and marketing on the Contractors' behalf in line with government policy and the communication and marketing plan signed off by DfE; and
  - 9.4.6 How the lead Contractor will use Delivery Partners' branding and vice versa when carrying out communication and marketing where appropriate.
- 9.5 Table 7 – The Contractor shall as a minimum meet the requirements set out in Table 7 in relation to the selection of the different types of Delivery Partners as part of its supply chain.

Commercial organisations, Charities, HEIs and consultants	Schools
<ul style="list-style-type: none"> <li>• Parts 1 &amp; 2 of the Standard Selection Questionnaire.</li> <li>• No unmanageable conflicts of interest or reputational risk to the ECF.</li> <li>• No unresolved performance issues, as identified by the QA function.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be graded Good or Outstanding for overall effectiveness by Ofsted.</li> <li>• No unmanageable conflicts of interest or reputational risk to the ECF and/or the DfE.</li> <li>• No unresolved performance issues, as identified by the QA function and/or by the DfE.</li> </ul>

- 9.6 The DfE reserves the right to undertake due diligence on any of the Contractors Delivery Partners to ensure compliance with the minimum criteria in Table 7.

## 10. **Targeting**

- 10.1 The Contractor is required to recruit and deliver training to ECTs and their Mentors in line with the cohort specific targeting requirement set out by the DfE. The Contractor will need to ensure their recruitment targeting incorporates the framework KPIs and any additional geographical or school level targets as outlined for each cohort.
- 10.2 The Contractor shall ensure they obtain written agreement which should be in the form of a Memorandum of Understanding (MoU) or contract with schools to confirm that they have agreed to sign up to their training offer. Prior to issuing the MoU/Contract to schools, the Contractor shall provide the DfE with a copy of their proposed wording for review and clearance. The requirement is to train a Mentor for each ECT participating in the programme. However, it is recognised that there will not be a one:one ratio in every case. In the case that an ECT has more than one Mentor, only the main Mentor is automatically entitled to participate in the Mentor Training.
- 10.3 The Contractor shall send notification via the DfE digital platform within 5 working days of entering into an agreement with a school to deliver the Full Induction Programme.
- 10.4 The Contractor is not permitted to charge schools for any of the National Roll-Out services or offer any financial (or equivalent) incentives linked to recruitment.
- 10.5 The Contractor shall work with the DfE and other framework Contractors where possible, to ensure that their targeting reflects national demand and is not heavily focussed on areas targeted by multiple framework providers.

10.6 The Contractor, where necessary to meet national demand, shall collaborate with other ECF Providers and Teaching Schools Hubs.

## **11. ECTs and Mentors: Part-time, Reduced Inductions, Portability**

- 11.1 The Contractor shall ensure their training/content is suitable for take up by Part-time ECTs, ECTs who have an extended induction, including to account for breaks in induction such as maternity leave, and those who move schools during induction. In the latter situation where the ECT moves schools mid induction, Contractors shall ensure that the ECT is able to continue with their original Contractor unless there is an exceptional circumstance such as the ECT moves to a different geographical area that is not covered by the original Contractor. In such a situation, the DfE will not make any further output payments to the initial Contractor as they will no longer be delivering to the ECT.
- 11.2 The Contractor must ensure their training/content works for ECTs undertaking a reduced term of induction of at least 1 academic year. Reductions will be decided by Awarding Bodies, and guidance on content to be covered on reduced inductions will be provided by the DfE.
- 11.3 For each cohort, unless instructed otherwise by the DfE, the Contractor must have a policy, on ECTs undergoing an extended or reduced term of induction, Part-time ECTs and ECTs transferring schools during their training/induction period. The contractor must submit this policy to the DfE on 9<sup>th</sup> April 2021 for the 2021 cohort. Contractors shall update this policy and resubmit as part of its Service Proposal for each new cohort ensuring it incorporates all further guidance provided by the DfE.
- 11.4 The Contractor must also ensure that their training/content works for part time mentors, and those who may take a break from working, such as for maternity leave, and those who move schools during the training. In the latter situation, the mentor will continue with their original Contractor unless there is an exceptional circumstance, as outlined above.

## **12. Communications and Marketing**

- 12.1 All spend on communication and marketing activity within the scope of the Government Communications Service (GCS) Professional Assurance (PASS) controls is restricted. The PASS is the Cabinet Office process through which, the DfE gains approval for all communications spend. The Contractor shall base their delivery models on the assumption that only communications and marketing activity that is outside the scope of the PASS, in other words no-cost activity, is permitted. Activities considered in scope of PASS may only be undertaken with prior approval from the Cabinet Office and the DfE. Activity considered in scope of PASS is:
- 12.1.1 Advertising including TV; radio; digital advertising; outdoor; print; advertorials; recruitment; costs of media; fees and commission for media buying; media planning; creative development and production;
- 12.1.2 Marketing activities including: design and branding; direct and relationship marketing; customer relationship management programmes; telemarketing; campaign help lines; partnership marketing; sponsorship marketing; field or experiential marketing; merchandising; advertiser funded programming; audio-visual activity; storage and distribution of marketing materials;
- 12.1.3 Consultation activities including associated publicity, events, resources and materials, research, analysis and evaluation;
- 12.1.4 Communication strategy, planning, concept and proposition testing and development;
- 12.1.5 Market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;
- 12.1.6 Printing and publications;
- 12.1.7 Events, conferences and exhibitions, including stakeholder, public and internal communication events, but excluding training events;

- 12.1.8 Public relations (PR) activity; and
  - 12.1.9 Digital activity including website and application development; search engine marketing, including pay-per-click; digital display advertising; content partnerships; email marketing; mobile and SMS marketing; interactive online content.
- 12.2 The DfE will engage with the GCS prior to each cohort and where approval is received for any restricted communications and marketing activity, only then will the Contractor will be able to apply to undertake in scope activity as outlined in paragraph 12.1. PASS approvals will be limited to a single cohort and the Contractor must seek prior approval for any proposed activity from the DfE via the cohort Call-off process.
- 12.3 Therefore, the Contractor shall base their delivery models on the assumption that only communications and marketing activity that is outside the scope of the PASS, in other words no-cost activity, is permitted. Examples of such activities are:
- 12.3.1 Non-paid social media posts;
  - 12.3.2 Email campaigns;
  - 12.3.3 Webinars/ online engagement events;
  - 12.3.4 networking, engagement, and other business development activity related to the recruitment of schools and delivery partners.
- 12.4 The Contractor shall utilise permitted Communications & Marketing activity to raise awareness of, and increase demand for, the professional development for ECTs based on the ECF, as well as to increase opportunities to achieve targets for generating demand and registrations. This should be done through engaging school leaders and ECTs and providing a platform to facilitate registrations. The Contractor must be flexible and proactive in adapting their delivery to align with wider DfE Communications and Marketing activity and Cabinet Office guidance. This will be in line with any changing landscapes to ECF, the DfE and government priorities.
- 12.5 The Contractor will be required to develop a targeted Communications & Marketing plan for each Call-off, evidencing alignment with the requirement set out in the Communications and Marketing section of the Service Specification, which will require sign-off by the DfE. The DfE may request adaptations in reaction to changing landscapes should they occur. The Communications & Marketing plan must, as a minimum, include:-
- 12.5.1 A list of all proposed activities, inclusive of events (virtual or physical) and marketing activities;
  - 12.5.2 A clear outline of the cost (if applicable) associated to each proposed marketing activity (agreement with the DfE will be required prior to commencement of any marketing activity); and
  - 12.5.3 A clear timeline of when each activity will be conducted and if applicable, any milestones the activity aligns to i.e. teacher resignation dates.
- 12.6 In the event that DfE does not approve the activity referenced in 12.5.1 the Contractor shall be required to continue to deliver the Service using other approaches that do not require PASS clearance.
- 12.7 The Contractor shall adhere to government guidelines when designing marketing materials. Guidelines will be provided upon award of contract and will be updated regularly where needed.
- 12.8 Where the Contractor plans to use language in communications that has not previously been signed off by the DfE, the Contractor must submit the marketing materials 5 working days ahead of publication for the DfE to review. The DfE will provide comments and or clearance within 3 days. In the event the DfE expects the Contractor to make changes, these must be carried out with the marketing materials resubmitted to the DfE for clearance before publication.
- 12.9 The Contractor shall submit all media plans and materials (e.g. press releases, media interviews or media statements) for clearance by the DfE's press office. These materials / plans should be sent at least 48 hours in advance (not including weekends) of their proposed use. The Contractor shall consider all required amendments from the DfE press office.

- 12.10 The Contractor shall design and host a digital landing page that provides schools and ECTs with thorough information on the ECF, and a clear step-guide on how to register an interest and sign-up via the DfE service (see Digital Delivery Standards for further requirements). The Contractor landing page shall align with the DfE's ECF landing page. DfE will make data captured from schools and ECTs available to assist in the registration process for Contractors' own platforms, through which the ECF induction will be carried out. The Contractor is required to submit the proposed page to the DfE for sign-off 5 working days ahead of publishing to ensure consistent language is being used.
- 12.11 The Contractor must ensure Management Information relating to the Communications & Marketing service is captured and reports are made available to the DfE at agreed times.
- 12.12 When requested by the DfE, the Contractor shall provide further analysis and evaluation of its Communication & Marketing activities, including insights on which channels are the most effective to raise awareness and increase registrations for the ECF. The Contractor's analysis shall also include intel on schools' and ECTs' perceptions and behaviours towards ECF (via quantitative and qualitative data). The Contractor shall provide ideas and recommendations on how best to positively influence the sector.
- 12.13 To maximise on raising awareness of the ECF, the DfE will carry out its own DfE-led communications and marketing activities. The DfE will do this by utilising its own network of stakeholders, commissioning all no-cost communications and marketing activities available to its disposal and, at its own discretion and subject to approvals, this may include "paid" campaigns, including, but not limited to, Google AdWord and social media campaigns. The Contractor shall not seek to place any reliance on such DfE led awareness raising activity within their tender submission.

### **13. Digital Delivery Standards**

- 13.1 At DfE we follow [government design principles](#) to ensure that we develop and deliver digital experiences to the highest quality.
- 13.2 The Contractor must share their work with DfE early and often to ensure these expectations are being met and to gain guidance where needed. <https://www.gov.uk/guidance/government-design-principles#do-less>
- 13.3 The DfE will develop, host and manage a digital platform to register the schools and teachers who will be accessing the Full Induction Programme offered by the Contractor and other framework providers. The DfE digital platform will also host advice and guidance about the Early Career Framework programmes on offer to schools.
- 13.4 The DfE will provide the Contractor with timely access to the participant data in order to set up user accounts and manage progress and attendance on the Contractor's platforms.
- 13.5 Participant data, such as TRN, name and date of birth for ECTs, will be validated by DfE before being shared with the Contractor.
- 13.6 The Contractor shall develop, host and manage a digital platform with the capability of hosting the Contractor's Full Induction Programme, and the Core Induction Programme that they have selected, including the following elements:
- 13.6.1 Product 1 – Sequence
  - 13.6.2 Product 2 – Self-directed Study Materials (including user interaction with content such as watching videos, saving progress and quiz scores)
  - 13.6.3 Product 3 – Mentor Session Materials
  - 13.6.4 Product 4 – ECT Training Session Outlines
- 13.7 Schools will be able to view a sample of each Core Induction Programme on the DfE digital platform before committing to doing the Full Induction Programme with a Contractor.

- 13.8 To deliver the Full Induction Programme, the Contractor shall also provide and host the additional products:
- 13.8.1 Product 5 – ECT training (based on Product 4 outlines)
  - 13.8.2 Product 6 – Mentor Training
- 13.9 The Contractor must be able to provide DfE with training attendance data to evidence ongoing engagement with the Full Induction Programme.
- 13.10 The Contractor will have access to the DfE digital platform to notify the DfE of the schools they have signed agreements with to deliver the Full Induction Programme.

### **Integration with DfE's digital service**

#### **Creating an accessible, joined up service**

- 13.11 The Contractor must work with the DfE to test the end-to-end journey where there are integration points, including for example, the transition of user data from the DfE's digital platform to the Contractors.
- 13.12 Usability testing on the Contractor's platform must be carried out with representative users of the service including those who are low on the digital inclusion scale, have impairments or are from Remote and Disadvantaged Areas. Insight from the Contractor's user testing, as well as feedback from users of the live service, must be shared with DfE and used to develop, resolve issues and continually improve the services.
- 13.13 Prior to the commencement of the programme, and then reviewed at periodic points throughout service delivery, the Contractor shall be required to audit their compliance with WCAG 2.1 level AA accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement. In line with the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018, the Contractor must make their platform accessible and publish an Accessibility Statement. See [here](#) for more details.
- 13.14 The Contractor's platform must be resilient and responsive across devices and operating systems that users use. As a minimum the Contractor must test their digital service works in browsers specified in the GOV.UK Service Manual

#### **Branding considerations and consistent language**

- 13.15 Working closely with DfE the Contractor is required to ensure branding and language are used consistently throughout the full service, e.g. on communications, making it clear to users who they are communicating with and keeping them orientated within the journey, regardless of the channel being used.
- 13.16 Where attachments, downloadable PDFs or print-friendly versions are provided on Contractor's platform then in addition to the HTML content, the Contractor shall ensure they are accessible by having a logical structure based on tags and headings, meaningful document properties, readable body text, good colour contrast and text alternatives for images. More information on [accessible PDFs](#) is available on GOV.UK and at [Microsoft](#).

#### **Communications and notifications**

- 13.17 Notifications to users must be triggered at the right place in the journey to satisfy the needs of end users for example, account creation notifications for the Contractor's platform.

#### **GDPR compliance**

- 13.18 Where personal data is held by the Contractor, it must comply with GDPR requirements, notifying users of what data is being held, who has access to it and how to change permissions on its use. Further details regarding GDPR can be found in the Framework Agreement and Call-off Contract (note to add specific references).

#### **User feedback and analysis**

- 13.19 The Contractor shall provide opportunities for users to give feedback on their service via digital and other channels e.g. via service support, complaints processes, phone, feedback forms.

- 13.20 The Contractor shall detail their process for reviewing user feedback, ensuring issues are communicated to DfE as appropriate and resolved in a timely manner. The Contractor shall set out their approach to achieve continuous service improvement in consultation with DfE.

#### **Platform requirements and future proofing**

- 13.21 Suitable assurance certification shall to be provided in the form of ISO2700 or equivalent. As a minimum the Contractor shall provide evidence that it holds and thereafter maintains Cyber Essentials certification.
- 13.22 The Contractor must ensure that all digital elements delivered as part of their Service and any Ordered Services, including by any Delivery Partners:
- 13.22.1 undergo and pass a [penetration test](#) before the launch date and periodically thereafter for the lifetime of the platform.
  - 13.22.2 have operational security processes in place.
  - 13.22.3 have a documented process for managing source code.
  - 13.22.4 have a documented process for changing, upgrading or deploying new versions of the software.
  - 13.22.5 provide evidence that these activities have been conducted, highlighting the risks found and mitigations applied.
- 13.23 Perform assurance processes iteratively and continuously throughout both the “implementation” and “live” periods of the platform’s lifecycle. Assurance is conducted throughout the delivery phase. The Digital Service Standard encourages an Agile style of delivery where demos (rather than slide decks) of working software and prototypes are given frequently. This is a key part of our governance process and substantially reduces the burden of more formal engagements.

#### **14. Independent Evaluation**

- 14.1 Working with the EEF, the DfE will ensure that national roll out of the ECF is evaluated in order that lessons are learned for future delivery. The nature of this evaluation will be determined in due course. However, there are a number of associated requirements for Contractors that need to be factored in to planning.
- 14.2 The aim of the evaluation will be to ensure that delivery is meeting the needs of ECTs, Mentors and schools. The scope of the evaluation and detail of the method are still being developed. Broadly, this is likely to be both a process evaluation focussing on the successes and challenges during implementation; as well as an impact evaluation assessing the impact of the Full Induction Programme on both teacher retention and teaching quality.
- 14.3 Whilst the DfE will endeavour to ensure that any evaluation activity is proportionate and low burden to all, it is a requirement of the contract that Contractors participate and ensure that schools, mentors ECTs are aware of the importance of engaging in the evaluation and encouraged to respond. It is a condition of contracting that Contractors will be required to commit to supporting continuous improvement by sharing knowledge and experiences of the successes and challenges faced, with the independent evaluator, QA function and the DfE.

#### **15. Governance**

- 15.1 The Contractor shall put in place and maintain effective management arrangements throughout the Framework Agreement Period. The Contractor’s management arrangements shall include (without limitation) arrangements to ensure that:
- 15.1.1 The Services are delivered in accordance with this Framework Agreement;
  - 15.1.2 The needs of Participants are fulfilled;
  - 15.1.3 The Services are delivered to a high quality throughout the Framework Agreement Period; and

- 15.1.4 Effective quality assurance and improvement processes are in place.
- 15.2 The Contractor shall ensure that the Services are flexible and responsive to suggestions and requests put forward by the DfE.
- 15.3 The Contractor shall have a clear plan for continuous review of the programme effectiveness (including how this will involve Participants in making positive changes to the programme year upon year).
- 15.4 The Contractor shall share information and work with the DfE to make changes and/or improvements to the services. The Contractor is required to continually assess, monitor, and reflect geographical areas of particular need within their strategy for increasing engagement and recruitment to the programme.
- 15.5 The Contractor shall attend and proactively participate in any joint collaborative meetings that the DfE convenes. These meetings will cover, but not be limited to: emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future opportunities to work more collaboratively with the DfE and/or other framework Contractors.

## **16. Risk Management and Exit Arrangements**

- 16.1 The Contractor shall develop and maintain a robust risk management process covering all elements of the Service, this shall include but not be limited to the accurate identification of key risks to their programme, an understanding of risk triggers and an effective use of mitigation and contingency planning.
- 16.2 For consortiums, the lead Contractor shall be responsible for ensuring there are plans in place to ensure business continuity and continuation of contract delivery, including in the event that a member leaves the consortium for any reason, how this gap in service provision will be met and how it will be ensured that the contract continues to be delivered to agreed standards.
- 16.3 The Contractor shall set out its proposal for the effective management of contract exit including in the event of a transfer to a new Contractor in the case of a change of Contractor or to the DfE. As a minimum the Exit plan shall include but not be limited to: staffing; the safe transfer of any data owned by the DfE; timescales for any transfer; licensing requirements for software; and documentation covering any bespoke software that has been developed.
- 16.4 The Contractor shall agree a revised exit agreement and plan with the DfE within 6 months of each Call-off Contract start date.

## **17. Management Information**

- 17.1 The DfE will have Service Levels regarding the collection and management of data. Further details are included in Schedule 7 of the Framework Agreement and Part 2 of Schedule 2 of the Call-off Contract.
- 17.2 Throughout the term of each Call-off Contract, the Contractor will be required to collect a range of data to inform contract management discussions, reporting against milestones and KPIs as well as to support the independent evaluation. The requirements will include the collection of data about schools that are involved in the programme, including a named contact for communications from the Contractor, the DfE, Appropriate Body, Independent Evaluator or Quality Assurance function, as well as those schools contacted but not participating. The Contractor will also be required to manage data about the participants (both ECTs and Mentors) involved in the programme to allow for data matching and analysis as well as verification and evaluation purposes. The Contractor must ensure that it and its Delivery Partners secure the necessary informed consents and have in place data-sharing agreements in relation to the schools and participants recruited to the programme such that the Contractor can collate and share the data with the DfE.

- 17.3 The Contractor shall evidence its capability and capacity to handle data at scale and the ability to collect and share the details of a minimum 1,000 ECTs and their assigned Mentors in year 1 and a minimum of 2,000 in subsequent years.
- 17.4 DfE will work with the Contractor during the Annual Cohort Competition mobilisation stage to agree how MI will be collected and submitted. Given the range of systems organisations may use, DfE expect to provide a digital interface for data collection through manual entry. However, DfE will also explore the option to make use of an API/messaging interface with the Contractor where appropriate.
- 17.5 The DfE have identified the following core data to be collected per cohort, although DfE reserves the right to revise this at the Call-Off stage:
- 17.5.1 schools who have signed agreements with the Contractor;
  - 17.5.2 number of participants by type (ECT, mentor) and working pattern (full/part time, reduced course) per school;
  - 17.5.3 status of each participant i.e. started, retained, deferred, completed, withdrawn;
  - 17.5.4 expected number of self-study modules completed by date, and number completed per participant;
  - 17.5.5 training events attended (in person, online);
  - 17.5.6 post-session training events watched (recording); and
  - 17.5.7 dates of mentor sessions attended.
- 17.6 Data will be submitted by the Contractor prior to output payments, according to the conditions set out in the Call-Off Contract. Where it is possible, a change in data should be passed to DfE as soon as it is known.
- 17.7 As a contingency in the instance that a digital interface or API is not available for data collection, DfE will provide a spreadsheet template to be completed and returned securely using Galaxkey to [ecf.delivery@education.gov.uk](mailto:ecf.delivery@education.gov.uk). Instructions on how to register and use Galaxkey will be provided. The Contractor shall submit the updated spreadsheet monthly to DfE, adding any new schools or teachers or amending records where the status of the school or Participant has changed.
- 17.8 When spreadsheets are used, the DfE will then complete a validation check of the information submitted and where appropriate provide an updated version of the template for continued use. The DfE will use the data submitted to validate the Contractor's claims for payment and therefore it is of vital importance that the information submitted is both reliable and timely.
- 17.9 The Contractor shall work with the DfE to rectify any discrepancies identified immediately.
- 17.10 As part of the recruitment, the Contractor is responsible for collecting the details of all schools contacted and any Participant recruited onto the programme. As a minimum the DfE require the Contractor to collect the following data:
- 17.10.1 **School** - URN, contact details of the Induction Co-ordinator (including name, telephone number and email address), date school signed up, date school withdrew/reason for withdrawal when appropriate and reason for school not signing up with the Contractor.
  - 17.10.2 **Participant** – TRN, role, name, date of birth, working pattern, email address, date Participant signed up, confirmation of Participants continued involvement and reason for withdrawal and/or deferral where applicable.
- 17.11 For the avoidance of doubt, the Contractor is responsible for the collection of data including data collected by any Delivery Partners and ensuring this is collected in a timely, secure, consistent and compliant manner. The Contractor shall set out the methodology by which it will assure data collection and quality assurance across its supply chain. The DfE will validate any data submitted related to payments and Contractors will be required to submit all data in the format determined by the DfE.
- 17.12 Paragraph 17 sets out the default position for the collection and submission of Management Information. However, as per paragraph 27, where opportunities to improve the process are

identified, the DfE reserves the right to amend this paragraph 17. Any changes to the process will be subject to the Framework Agreement and/or Call-off Contract change control procedure.

## SCHEDULE 4 – CALL OFF PROCEDURES

### 1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

<b>“Annual Cohort Competition”</b>	means awarding a Call-off Contract for a scheduled annual cohort of services through the Framework subject to competition, as specified in paragraph 4.  The intention is for the Department to run an Annual Cohort Competition for each Academic Year during the term of the Framework;
<b>“Direct Award”</b>	means awarding a Call-off Contract for ad-hoc services through the Framework without further competition, as specified in paragraph 3.
<b>“Further Competition”</b>	means awarding a Call-off Contract for bespoke services through the Framework subject to competition, as specified in paragraph 5;
<b>“Local Authority District”</b>	means the local government divisions of England;
<b>“Minimum Recruitment Target”</b>	means the minimum cohort recruitment targets as detailed at paragraph 26 of Schedule 7;
<b>“Service Requirement”</b>	means the specification of the Departments want or need;
<b>“Statement of Service Requirement”</b>	means a written definition of the Departments Service Requirement;
<b>“Template Call Off Terms”</b>	means the model Call-off Contract at Schedule 2

### 2. AWARD PROCEDURE

2.1 If the Department decides to source the Services through this Framework Agreement, then it will award Call-off Contracts in accordance with the procedure in this Schedule and the requirements of the Regulations and the Guidance. For the purposes of this Schedule, **“Guidance”** shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

2.2 If the Department can determine that:

- 2.2.1 its Service Requirement is substantially similar to the description of the Services as set out in Schedule 3 (Specification); and
- 2.2.2 all of the terms of the proposed Call Off Contract are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms); and
- 2.2.3 the volume of services required represents delivery to less than 1,000 ECTs and their mentors;

then the Department may award a Call Off Contract in accordance with the Direct Award procedure set out in paragraph 3 below.

2.3 If the Department can determine that:

- 2.3.1 its Service Requirement is similar to the description of the Services as set out in Schedule 3 (Specification) but the award procedure requires the Contractor to develop proposals or a solution in respect of such Department's Service Requirements; and
- 2.3.2 all of the terms of the proposed Call Off Contract are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms); and
- 2.3.3 the volume of services required represents delivery to 1,000 or more ECTs and their mentors;

then the Department shall award a Call Off Contract in accordance with the Annual Cohort Competition Procedure set out in paragraph 4 below.

2.4 If all of the terms of the proposed Call Off Contract are not laid down in this Framework Agreement and the Department:

- 2.4.1 requires the Contractor to develop proposals or a solution in respect of the Department's Service Requirement; and/or
- 2.4.2 needs to amend or refine the Template Call Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Department shall award a Call Off Contract in accordance with the Further Competition Procedure set out in paragraph 5 below.

### **3. DIRECT AWARD WITHOUT COMPETITION**

- 3.1 The Department may only award a Call Off Contract for Services under this Framework Agreement without holding a further competition in accordance with Paragraph 3.2 below.
- 3.2 Subject to paragraph 3 above the Department may make a direct award to a Contractor without holding a further competition where the Service Requirement is for the delivery of Full Induction Programme services for less than 1,000 ECTs and their mentors.
- 3.3 In order to make a direct award to a Contractor without holding a further competition the Department will develop a clear Statement of Service Requirements and will apply the Direct Award Criteria set out in paragraph 3.4 in order to select the Contractor that provides the most economically advantageous solution and to whom a direct award will be made.
- 3.4 The Direct Award Criteria shall include the Department using its absolute discretion to make an assessment against the Contractors;
  - 3.4.1 performance against framework KPIs
  - 3.4.2 capacity to deliver;
  - 3.4.3 availability to deliver;
  - 3.4.4 value for money; and
  - 3.4.5 effective use of resources.
- 3.5 The Department will follow the procedure set out in paragraph 9 in order to conclude the Call-off Contract.

### **4. ANNUAL COHORT COMPETITION PROCEDURE**

#### **The Department's Obligations**

- 4.1 In order to award a Call Off Contract under this Framework Agreement through the Annual Cohort Competition procedure the Department shall:
  - 4.1.1 develop a Statement of Service Requirements, including cohort specific budgets, Minimum Recruitment Targets, geographical and disadvantaged/hard to reach targets,

eligible schools and Local Authority Districts for incentive payments, and any Communications and Marketing approval for restricted activity;

- 4.1.2 confirm any additional award criteria to be used as per paragraph 4.5.2, and determine the specific measures and weightings or ranking to be applied;
- 4.1.3 amend or refine the Template Call Off Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- 4.1.4 invite tenders by conducting an Annual Cohort Competition Procedure for its Service Requirements in accordance with the Regulations and Guidance and in particular the Department shall:
  - (a) invite all Framework Contractors to submit a tender in writing for each proposed Call Off Contract to be awarded by giving written notice by email to the relevant Contractor Representative of each Contractor;
  - (b) determine the documentation that will form the Contractors tender and instructions on submitting a compliant tender;
  - (c) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
  - (d) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 4.1.5 apply the Annual Cohort Competition Award Criteria (paragraph 4.3) to the compliant tenders submitted through the Annual Cohort Competition Procedure as the basis of its decision to award a Call Off Contract for its Services Requirements;
- 4.1.6 on the basis set out above, award its Call Off Contract to the successful Framework Contractor(s) in accordance with paragraph 9 which Call Off Contract shall:
  - (a) state the Service Requirements;
  - (b) state the tender submitted by the successful Contractor(s);
  - (c) state the charges payable for the Service Requirements in accordance with the tender submitted by the successful Contractor(s); and
  - (d) incorporate the Template Call Off Terms (as may be amended or refined by the Department in accordance with paragraph 4.1.2 above) applicable to the Services,
- 4.1.7 provide unsuccessful Contractors with written feedback in relation to the reasons why their tenders were unsuccessful and, where in the Departments opinion, the reasons for failure of the criteria are minor and resolvable without significant variation to the tender submission, allow unsuccessful Contractors an opportunity to revise and resubmit their tenders within a reasonable timescale. The Annual Cohort Competition Award Criteria will be applied to any resubmitted tenders before a final award decision is made.

### **The Contractor's Obligations**

- 4.2 The Contractor shall in writing, by the time and date specified by the Department following an invitation to tender pursuant to paragraph 4.1.3 above, provide the Department with either:
  - 4.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Service Requirements; or
  - 4.2.2 the full details of its tender made in respect of the relevant Statement of Service Requirements. In the event that the Contractor submits such a tender, it should include, as a minimum:
    - (a) an email response subject line to comprise unique reference number and Contractor name, so as to clearly identify the Contractor;

- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Contractor is bidding for the Statement of Service Requirements;
- (c) a proposal covering the Service Requirements using the documents requested by the Department;
- (d) confirmed supply chains; and
- (e) call-off specific pricing, including volume bands along with a full and detailed breakdown of costs completed on a Department issued template for the Minimum Recruitment Target and where relevant, a full proposal including any additional volumes.

4.2.3 The Contractor shall ensure that any prices submitted in relation to an Annual Cohort Competition held pursuant to this paragraph 4 shall be based on the Charges and take into account any discount to which the Department may be entitled as set out in Schedule 7 (Pricing).

4.2.4 The Contractor agrees that:

- (a) all tenders submitted by the Contractor in relation to an Annual Cohort Competition held pursuant to this paragraph 4 shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Department in accordance with the Call Off Procedure);
- (b) all tenders submitted by the Contractor are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:
  - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
  - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted; and
- (c) the Department will only initially award the Minimum Recruitment Target and the award of any additional recruitment volumes proposed in the Contractors tender is subject to the award process at paragraph 4.4 and 4.5.

### Award Criteria

4.3 The Department shall use the following criteria when awarding a Call-off Contract under the Annual Cohort Competition Procedure:

**Table 1 – Annual Cohort Competition Award Criteria**

Criteria		Weighting
Quality	<u>Targeting Proposals</u> <ul style="list-style-type: none"> <li>• A clear targeting plan, including breakdowns of targeted participants and/or schools at a Regional, Local Authority and School level.</li> <li>• Demonstration that the proposed targeting approach aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractor’s tender.</li> </ul>	Pass / Fail
	<u>Delivery Plan</u> <ul style="list-style-type: none"> <li>• Delivery plan demonstrating that proposal aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractors tender.</li> <li>• Defined supply chain including specific roles and responsibilities of</li> </ul>	

	<p>each delivery partner and demonstration of alignment to ECF policy, the NRO requirement and the Contractors strategy for managing delivery partners as submitted in the tender.</p> <p><u>Implementation Plan</u></p> <ul style="list-style-type: none"> <li>• A clear mobilisation plan that demonstrates capacity to deliver the service proposal to scale within the timescales.</li> </ul> <p><u>Communications and Marketing</u></p> <ul style="list-style-type: none"> <li>• A clear communications and marketing plan demonstrating that the proposed approach offers value for money and aligns to ECF policy, the NRO requirement and the approach submitted as part of the Contractor's tender.</li> </ul>	
Price	<p><u>Per Participant Price</u></p> <ul style="list-style-type: none"> <li>• Volume Banded Per Participant Prices and a detailed Cost Breakdown Structure will be required to be submitted in the Pricing Schedule supplied by the Department. Price must not exceed £1400 per participant for the first 2000 participants. Each subsequent volume band must be priced lower than the previous band.</li> <li>• For the purposes of the Price criteria, this will be undertaken by the use of a 'Weighted Average Participant Price' model. The three Volume Banded Per Participant Prices will be weighted in the following proportion: <ul style="list-style-type: none"> <li>• Volume Band A: 60%</li> <li>• Volume Band B: 30%</li> <li>• Volume Band C: 10%</li> </ul> </li> </ul> <p>The respective Volume Banded Per Participant Prices will be multiplied by the respective weighting and then added together to determine a 'Weighted Average Participant Price' to be used in the Price Evaluation.</p> <ul style="list-style-type: none"> <li>• Contractors will need an 'Average Weighted Participant Price' within +/- 20% of the median priced successful tender.</li> </ul> <p>Where an Average Weighted Price is more than 20% lower than the median, the Department reserves the right to seek clarification on the underlying price assumptions and may, at its absolute discretion, accept the pricing where it is satisfied of its viability.</p>	Pass / Fail

4.3.1 The Department reserves the right to review the Annual Cohort Competition Award Criteria prior to each Annual Cohort Competition and where at its sole discretion make revisions to Table 1 to ensure that the criteria remain fit for purpose and are relevant to the scope and priorities of the cohort. The finalised Annual Cohort Competition Award Criteria used for each annual cohort will be confirmed when inviting tenders for the Annual Cohort Competition.

### 2021 Cohort Award Process

4.4 When awarding the 2021 Annual Cohort Competition Call-off Contract, the Department will initially award the Minimum Recruitment Target volume to each successful Contractor. Where budget and demand allow volumes in excess of the Minimum Recruitment Target, the Department will award the additional recruitment volumes, as identified in the Contractors proposal, based on the following process.

4.4.1 Where the combined additional recruitment volumes requested does not exceed the cohort budget and/or demand then all Framework Agreement Providers will receive the full recruitment volume as outlined in their proposal.

4.4.2 Where the combined additional recruitment volumes requested exceeds the cohort budget and/or demand then proposals for additional volumes will be ranked using the framework competition final scores and awarded until either the demand or budget limit is met.

### Subsequent Cohort Award Process

- 4.5 When awarding subsequent Annual Cohort Competition Call-Off Contracts, the Department will initially award the Minimum Recruitment Target volume to each successful Contractor in the Annual Cohort Competition. Where budget and demand allow volumes in excess of the Minimum Recruitment Target, the Department will award additional recruitment volumes, as identified in the Contractors proposal, based on the following process.
- 4.5.1 Where the combined additional recruitment volumes requested does not exceed the cohort budget and/or demand then all Framework Agreement Providers will receive the full recruitment volume as outlined in their proposal.
- 4.5.2 Where the combined additional recruitment volumes requested exceeds the cohort budget and/or demand then proposals for additional volumes will be ranked and awarded until either the demand or budget limit is met using any one or more of the following criteria;
- 4.5.2.1 performance against KPIs or other performance measures;
- 4.5.2.2 capacity to deliver;
- 4.5.2.3 value for money;
- 4.5.2.4 effective use of resources, including geographical coverage and priority targeting; and
- 4.5.2.5 Social Value.
- 4.5.3 The Department will confirm which of the above criteria are to be used, how they will be measured, and any weightings or ranking, when inviting tenders for each Annual Cohort Competition.

## **5. FURTHER COMPETITION PROCEDURE**

### **The Department's Obligations**

- 5.1 In order to award a Call Off Contract under this Framework Agreement through a Further Competition Procedure the Department shall:
- 5.1.1 develop a Statement of Service Requirements;
- 5.1.2 amend or refine the Template Call Off Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- 5.1.3 invite tenders by conducting a Further Competition Procedure for its Service Requirements in accordance with the Regulations and Guidance and in particular the Department shall:
- (a) invite all Framework Contractors to submit a tender in writing for each proposed Call Off Contract to be awarded by giving written notice by email to the relevant Contractor Representative of each Contractor;
- (b) determine the documentation that the Contractors will be required to respond to and instructions on submitting a compliant tender;
- (c) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
- (d) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 5.1.4 apply the Further Competition Award Criteria to compliant tenders submitted by the Framework Contractors through the Further Competition Procedure as the basis of its decision to award a Call Off Contract for its Services Requirements;
- 5.1.5 on the basis set out above, award its Call Off Contract to the successful Framework Contractor in accordance with paragraph 9 which Call Off Contract shall:
- (a) state the Service Requirements;

- (b) state the tender submitted by the successful Contractor;
  - (c) state the charges payable for the Service Requirements in accordance with the tender submitted by the successful Contractor; and
  - (d) incorporate the Template Call Off Terms (as may be amended or refined by the Department in accordance with paragraph 3.1.2 above) applicable to the Services,
- 5.1.6 provide unsuccessful Contractors with written feedback in relation to the reasons why their tenders were unsuccessful.

### **The Contractor 's Obligations**

- 5.2 The Contractor shall in writing, by the time and date specified by the Department following an invitation to tender pursuant to paragraph 5.1.3 above, provide the Department with either:
- 5.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Service Requirements; or
  - 5.2.2 the full details of its tender made in respect of the relevant Statement of Service Requirements. In the event that the Contractor submits such a tender, it should include, as a minimum:
    - (a) an email response subject line to comprise unique reference number and Contractor name, so as to clearly identify the Contractor;
    - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Contractor is bidding for the Statement of Service Requirements;
    - (c) a proposal covering the Service Requirements using any documents that are prescribed by the Department; and
  - 5.2.3 The Contractor shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 5 shall be based on the Charges and take into account any discount to which the Department may be entitled as set out in Schedule 7 (Pricing).
  - 5.2.4 The Contractor agrees that:
    - (a) all tenders submitted by the Contractor in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Department in accordance with the Call Off Procedure); and
    - (b) all tenders submitted by the Contractor are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:
      - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
      - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

### **Award Criteria**

- 5.3 The Department shall develop bespoke award criteria relative and proportionate to the requirement using the following outline criteria weightings when awarding a Call-off Contract under the Further Competition Procedure:

#### **5.4 Table 2 – Further Competition Award Criteria**

Criteria	Percentage Weightings	Allowable Variance
Quality	80%	+/- 20% (60% to 100%)
Price	20%	+/- 20% (0% to 40%)

## 6. FINANCIAL GROWTH LIMITER

- 6.1. The Contractor's Financial Growth Limiter (FGL) is set at the Framework Award stage and determines the maximum value of business that the Contractor can be awarded and deliver at any one time without further evaluation or review of their financial standing. The FGL is reviewed and determined on an annual basis at the Annual Cohort Competition procedure, however the Contractor may submit updated turnover information to the Department in accordance with paragraph 6.2 to request consideration of an increase to its FGL throughout the duration of the Framework. The Contractor must submit annual turnover values to the Department, taken from their last two years' of audited accounts, which will use them to calculate an average turnover. This will be used to calculate the Contractor's FGL. The Contractor must submit copies of their last two years of audited accounts when submitting their annual turnover values. The calculation used to determine the FGL is as follows:

$$[\text{Average turnover}^* / 100] \times 75 = \text{Financial Growth Limiter}$$

*\*Taken from previous two-years audited accounts and Order Book*

- 6.2. The Contractor can submit updated turnover information for the Department to consider throughout the duration of the Framework to support an increase in its FGL. The Contractor can submit additional information such as reference to new business won or any financial guarantees that can be provided. This additional information should be submitted in the Order Book or by submitting separate documents if necessary, such as more recent annual accounts, via email to the Department. If the Contractor is seeking to increase its FGL, the Department will undertake an economic and financial standing (EFS) review to update the FGL. It is at the absolute discretion of the Department as to whether the FGL will be increased. If the FGL is not increased, the current FGL will remain in force.
- 6.3. Should a proposed Call Off Contract value result in the Contractor exceeding their FGL, the Department may:
- 6.3.1 limit the value of any Call Off Contract it awards to the FGL that is in force at the time;
  - 6.3.2 reject the Contractor's proposal and not award the Call Off Contract.
- 6.4. The Department may request additional information about other DfE contracts awarded or that the Contractor is planning on bidding for and seek assurance of the Contractor's ability to deliver that value of contracted business in addition to Call Offs from the Framework. This information may be taken into consideration when setting the FGL.

## 7. NO AWARD

- 7.1. Notwithstanding the fact that the Department has followed a procedure as set out above in paragraph 3, 4 or 5 (as applicable), the Department shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige the Department to award any Call Off Contract.

## 8. RESPONSIBILITY FOR AWARDS

- 8.1. The Contractor acknowledges that the Department is independently responsible for the conduct of its award of Call Off Contracts under this Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 8.1.1. the conduct of the Department in relation to this Framework Agreement; or
  - 8.1.2. the performance or non-performance of any Call Off Contracts between the Contractor and the Department entered into pursuant to this Framework Agreement.

## 9. CALL OFF AWARD PROCEDURE

- 9.1. Pursuant to paragraph 3.5 (Direct Award), paragraph 4.1.5 (Annual Cohort Competition) or paragraph 5.1.5 (Further Competition) as applicable, and subject to paragraph 6 (Financial Growth Limiter), the Department will award a Call Off Contract to the Contractor by sending (including electronically) to the Contractor the Call Off Contract terms and conditions as substantially set out in Schedule 2 (Model Call Off Contract) or following an Annual Cohort Competition or Further Competition as may be amended or refined by the Department in accordance with paragraph 4.1.2 or 5.1.2 above.
- 9.2. On receipt of the Call Off Contract as described in paragraph 8.1 from the Department the Contractor shall accept the Call Off Contract by promptly signing and returning it (including by electronic means).
- 9.3. On receipt of the signed Call Off Contract from the Contractor, the Department shall also sign the Call Off Contract; the Call Off Contract shall then be formed.

## **SCHEDULE 5 – CONTRACT CHANGE PROCEDURE**

### **1. INTRODUCTION**

- 1.1. This Schedule 5 sets out the Contract Change Procedure to be used by the Department and the Contractor to effect changes to this Framework Agreement.

### **2. PRINCIPLES**

- 2.1. The Department and the Contractor shall conduct discussions relating to proposed changes to this Framework Agreement in good faith. Neither party shall unreasonably withhold or delay consent to the other Party's proposed changes.
- 2.2. Until such time as a Contract Change Notice (CCN) has been signed by both Parties, the Contractor shall continue to provide and make available to the Department the Services in accordance with this Framework Agreement and relevant Call-Off Contracts.
- 2.3. Any work undertaken in connection with any proposed change to this Framework Agreement by the Contractor, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.2 of this Schedule 5) shall be undertaken entirely at the expense and liability of the Contractor unless otherwise agreed between the Department and the Contractor in advance.
- 2.4. Any discussions, negotiations or other communications which may take place between the Parties in connection with any proposed change to this Framework Agreement, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CCN, shall be without prejudice to the rights of either Party.

### **3. PROCEDURE**

- 3.1. Should either Party wish to amend this Framework Agreement, that Party's Framework Manager shall submit a draft CCN in the format at Annex 1 to this Schedule 5 for discussion detailing the proposed change to the other Party's Framework Manager.
- 3.2. Discussion between the Parties following the submission of a draft CCN shall result in either:
  - 3.2.1. no further action being taken on that draft CCN; or
  - 3.2.2. agreement between the Parties on the changes to be made to this Framework Agreement (including agreement on the date upon which the changes are to take effect (the "effective date")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Framework Agreement.
- 3.3. Where agreement is reached in accordance with paragraph 3.2.2, the Party submitting the draft CCN shall prepare the final CCN for execution by both Parties. The final CCN, the content of which has been agreed between the Parties in accordance with paragraph 3.2.2 of this Schedule 5, shall be uniquely identified by a sequential number allocated by the Department.
- 3.4. Two (2) copies of each CCN shall be signed by the Contractor and submitted to the Department not less than ten (10) Working Days prior to the effective date agreed in accordance with paragraph 3.2.2 of this Schedule 5.
- 3.5. Subject to the agreement reached in accordance with paragraph 3.2.2 of this Schedule 5 remaining valid, the Department shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Department. Following signature by the Department, one (1) copy of the signed CCN shall be returned to the Contractor by the Department.
- 3.6. A CCN signed by both Parties shall constitute the basis of a Deed of Variation for the purposes of amending this Framework Agreement pursuant to Clause 5.1 of this Framework Agreement.

**ANNEX 1 TO SCHEDULE 5  
CONTRACT CHANGE NOTE PRO FORMA**

**Contract Change Note for the Contract Change Procedure**

Contract Reference Number: [unique reference number]  
Sequential Number: [to be allocated by the Department's Framework Manager]  
Title: [CCN title]  
Originator: [the Department / the Contractor]  
Date change first proposed: [date]  
Number of pages attached: [pages]

WHEREAS the Contractor and the Department entered into a Framework Agreement for the provision of National Roll-Out of the Early Career Framework services dated [date] and now wish to amend that Framework Agreement;

**Reason for proposed change**

[Party proposing change to complete]

**Full details of proposed change**

[Party proposing change to complete]

**Details of likely impact, if any, of proposed change on other aspects of the Framework Agreement**

[Party proposing change to complete]

**IT IS AGREED** as follows:

1. With effect from [date] it is proposed that the Framework Agreement shall be amended as set out below:  
[Details of the amendments to the Framework Agreement to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/paragraph number, required deletions and insertions etc.]
2. Save as herein amended, all other terms and conditions of the Framework Agreement inclusive of any previous CCNs shall remain in full force and effect.
3. The amendments shall be made by way of a Deed of Variation in accordance with Clause 5.1 of this Framework Agreement.

**Signed for and on behalf of [the Contractor]**

Signature: .....  
Name: .....  
Title: .....

.....  
Date: .....  
.....

**Signed for and on behalf of the Department**

Signature: .....

Name: .....

Title: .....

Date: .....

## **SCHEDULE 6 – FRAMEWORK AGREEMENT PROVIDERS**

### **1. FRAMEWORK PROVIDERS**

1.1 The following Contractors have been awarded a Framework Agreement to deliver Services for the National Roll-Out of the Early Career Framework:

1.2 Awarded February 2021:

- Ambition Institute
- Best Practice Network
- Capita Business Services Limited
- Education Development Trust
- Teach First
- UCL Consultants Ltd

### **2. ADDITIONAL PROVIDERS**

2.1 Should the Department undertake any further procurements to appoint additional providers to a Framework Agreement for the delivery of National Roll-Out of the Early Career Framework Services, the successful Contractors will be added to this Schedule 6 via a Change Control Notice.

### **3. FRAMEWORK CALL-OFFS**

3.1 All Contractors listed in this Schedule 6 will be included in any call for competition under the Call-Off Procedures at Schedule 4, subject to any suspension or termination rights under the terms of the Framework Agreement or Call-Off Contracts.

## SCHEDULE 7 – PRICING AND PERFORMANCE

### PART 1 - PRICING

#### Charges

1. Where an Order is placed under the Framework without competition, the Department shall pay the Contractor the Charges based on the Per Participant pricing set out in Table 3b (and detailed in Annex 1) for provision of the Services subject to satisfying the Department's payment conditions for the delivery of Services.
2. Where a Call-off Contract is awarded via an Annual Cohort Competition or Further Competition the Charges submitted in the Contractor's tender in response to the relevant call for competition will be applied to the Call-off Contract.
3. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the Department, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
4. Indexation shall not apply to the Charges.
5. Invoices shall be submitted by the 25th of the relevant calendar month in which the Services were delivered. For all Output Payments and set-up and mobilisation costs, the Contractor must provide supporting evidence that the output has been completed in the form of confirmation through their Management Information return. The data provided will be verified by the Department.
6. At any time during the duration of the Framework Agreement (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Contractor) the Department shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Department (including without limitation, procuring the consent of Service Users) to enable the Department to validate any claim for payment made by the Contractor.
7. The provisions of this Schedule shall apply to all Ordered Services under the Framework Agreement.
8. The Charges are exclusive of VAT.
9. **Table 3a Charges – 2021 cohort only**

2021 cohort set-up and mobilisation costs	[REDACTED]
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10. **Table 3b: Charges Per Participant**

	Per Participant Price (PPP)	Service Fee (40% of PPP)	Output Payments (60% of PPP)	Uplift Payment
<b>Volume Band A</b> (0 – 2000 participants)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Volume Band B</b> (2001 – 4000 participants)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Volume Band C</b> (4001+ participants)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

#### 10.1 Per Participant Price

Per Participant Pricing will be used to determine the Call-off Contract value and will be determined by the relative number of participants recruited within each Volume Band. The first 2,000 participants will be paid at Volume Band A, participants 2,001 up to 4,000 will be paid at Volume Band B, and any further participants at Volume Band C.

#### 10.2 Call-off Contract Value

The Call-off Contract Value will be determined by adding together the relevant per participant

costs under each of the Volume Bands based on the agreed recruitment target for the Call-off Contract. The Call-off Contract Value will not include Uplift Payments which will be made in addition to the contract value as per paragraph 10.5.

### 10.3 Service Fee

The Service Fee will be a fixed amount per month, based on up to 40% of the Call-off Contract value, divided by the length of the Call-off Contract in months. For the 2021 cohort, the Service Fee will be adjusted to offset the Set-up and mobilisation cost payment.

### 10.4 Output Payments

Output Payments represent the remaining 60% of the contract value and will be made when a participant starts the programme, at retention points (as set out in Annex 1 of Schedule 2: Part 1 – Payment Process, of the Call-off Contract) throughout the programme for all participants who remain enrolled, and on completion of the programme. Of the total Output funding, the Contractor will claim 20% when a participant starts the programme, 60% which will be split between multiple retention points throughout the programme and 20% when a participant completes the programme.

### 10.5 Uplift Payment

An uplift payment of £100 will be paid for each participant who comes from a school from Local Authority Districts identified as in the top 20% most sparse in terms of schools per hectare or that has at least 40% of pupils eligible for pupil premium, in order to incentivise Contractors to deliver in these areas. The uplift payment will be paid when a participant starts on the programme.

### 10.6 Additional Services

Should the Department require any ad-hoc services from the Contractor in addition to or outside the scope of the Services and/or Per Participant Payment model, then they shall be agreed in advance with the Department using the Contractors pricing information at Annex 1 and/or as submitted in the Pricing Schedule for the relevant Call-off Contract.

11. The Department reserves the right to amend, or include, additional Volume Bands in Table 3b for cohorts 2022 and beyond to reflect the increased volumes of participants. As per the existing Volume Bandings any additional band prices will need to be lower than the preceding Volume Band price.
12. Per participant pricing submitted via an Annual Cohort Competition or Further Competition must be lower than the Charges in Table 3b above as they will not include set-up costs as these will be covered in a separate Call-off Contract. The Department reserves the right to require Contractors to submit their Charges below the previous Cohort call-off Charges.

#### **Charges to Participants and ITT Providers.**

13. Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on Participants or Schools in respect of the Services.

#### **Discounts and Rebates on Cross-Subsidising Contracts**

14. The Contractor shall be obliged to make known to the Department their appointment as a Contractor for the Department's HPITT, NPQ and/or other ECF services or interdependent service provisions. The Contractor shall also make known the efficiencies that will be generated from their position across all contracts which the Department has with the Contractor. The Contractor shall be obliged to provide management information that includes, but not limited to, resource deployment and information technology usage along with a costed proposal on the discount it shall provide to the Department for the Department's subsequent agreement.

#### **Costing Management Information and Open Book Contract Management**

15. As part of the Call-Off Procedure detailed in Schedule 4, each bidding Contractor will be required to complete a Pricing Schedule which includes a detailed Cost Breakdown Structure and Staff Resourcing template for the duration of the respective Cohort, if awarded. The Cost Breakdown Structure will be itemised and provide a time series across the delivery period. The Contractor shall provide, during the duration of each Call-Off Contract, two updates to this structure that compares

the forecast, as submitted at the Call-off competition stage, to the actuals at Month 12 and at the conclusion of the Cohort at Month 24. The Contractor will also supply a monthly profile of deployed FTE for the Cohort duration, which is updated for actuals every month and submitted to the Department. The Department reserves the right to request detailed information to support any actuals information as supplied by the Contractor.

### **Service Credits**

16. The Department reserves the right to apply Service Credits as set out in Schedule 2: Part 2 (Performance) of the Call-off Contract. However, for the cohort starting in September 2021, the Department is not proposing to attach Service Credits to KPIs, although for the avoidance of doubt, Contractors will be expected to report against them and they will remain applicable for the other performance measures, namely Service Levels and Quality Assurance, as outlined in Schedule 2: Part 2 (Performance) of the Call-off Contract. The Department will notify the Contractors of its intention in regard to applying Service Credits to KPIs in future cohorts at the Annual Cohort Competition stage.

### **2021 Annual Cohort Competition only - Set-up and mobilisation costs**

17. The Department will make funding available for set-up and mobilisation costs for the 2021 cohort under a separate Call-off Contract, which as per clause 20 will be offset against the value of the 2021 cohort Call-Off Contract.
18. Funding will be capped at the value in table 3a and restricted to the activity identified in Document 5 – Pricing Schedule.
19. Payments will be made following agreement of an Implementation Plan with the Department and will be made in line with the milestones detailed in Table 11 of Document 2 – Service Specification.
20. The Department reserves the right to seek validation of the actual costs incurred when reimbursing the Contractor for agreed set-up and mobilisation costs and the Contractor shall ensure that where costs have been reimbursed they will offset against the 2021 cohort charges, via a reduction in the 2021 cohort 'Service Fee' equal to the amount of funding paid under the set-up and mobilisation costs Call-Off Contract.
21. If the Contractor does not successfully secure a Call-off contract for the 2021 cohort then any set-up costs reimbursed by the Department may be subject to recovery.

Any activity funded via the 2021 cohort Set-up and mobilisation Call-off Contract must not be included in any subsequent cohort pricing submissions, which should, as a result of set up and mobilisation costs being accounted for under the separate Call-off Contract, be lower than the 2021 cohort.

### **Benchmarking**

22. Throughout the term of the Framework Agreement the Department will undertake performance, process performance, process and price benchmarking at a Framework Agreement level using the information provided by the Contractors to be included in the Framework Agreement and as part of each Call-Off Contract. The Contractor is required to support the Department with this work by responding to requests for additional management information or pricing information, validated cost breakdowns, and additional context in regard to cost drivers and milestones. Contractors will be expected to act openly and in good faith with all requests. Contractors may, at the Department's discretion, also be required to participate in collaborative and open benchmarking exercises with other Contractors party to the Framework Agreement.
23. The Department reserves the right to use anonymised framework price benchmarking to support the development of the requirement for, and then benchmarking of ongoing performance of, any new teacher training or ECF service provisions.

## **PART 2 - PERFORMANCE**

24. The Department will monitor the Contractor's performance for each Call-off Contract as set out in Schedule 2: Part 2 (Performance) of the Call-off Contract. In addition to the individual Call-off

Contract performance monitoring the Department will also undertake the following performance monitoring at the Framework Agreement level.

### Minimum Delivery Targets

25. The Contractor is required to achieve the minimum delivery targets in accordance with Table 4.

#### 26. Table 4 – Minimum Delivery Targets

Cohort starting:	September 2021	September 2022	September 2023	September 2024
Minimum number of ECTs and their Mentors	1,000	2,000	2,000	2,000

27. If the Contractor fails to recruit the minimum number of ECTs and Mentors for the start of any cohort in line with the targets set out in table 2 the Department may at its absolute discretion:

28.1 in the first instance, suspend the Contractor from the Framework Agreement in accordance with clause 7.11.1;

28.2 in the second instance, this will be considered a material default and the Department may terminate the Framework Agreement as per paragraph 7.4 of this Framework Agreement.

29 For the avoidance of doubt, the minimum targets in Table 4, will be measured against the number of ECTs and Mentors recruited at the end of October in the first year of the cohort.

30 The Department reserves the right to review and amend the minimum delivery target volumes in Table 4 in order to ensure they continue to represent the balance between the demand and budget for services and the number of Contractors supplying services on the framework. If demand or budget does not allow for each Contractor to receive the minimum volume then the Department reserves the right to reduce the minimum volumes at the call-off stage.

### Key Performance Indicators (KPIs)

31 The KPIs in Table 5 set out the measures the Department will use to monitor the Contractor's performance. The KPIs will be applied to each Call-Off Contract, with the cohort specific targets and milestones included at the Call-Off stage. The Department reserves the right to tailor or amend the KPIs in Table 5 for Call-Off Contracts to ensure they reflect the needs and requirements of the specific cohort.

#### 32 Table 5 – Key Performance Indicators

KPI	Measure	Monitoring Method	Target and Milestone
1a	<b>Recruitment</b> Recruit a minimum number of ECTs and their assigned Mentors onto the programme.	Monthly monitoring during the recruitment cycle as part of contract management.	[To be determined at the Call-off stage]
1b	<b>Recruitment</b> Of the minimum number of ECTs and their assigned Mentors recruited onto the programme 22% must come from schools at least 40% of their pupils eligible for PP.	Monthly monitoring during the recruitment cycle as part of contract management.	[To be determined at the Call-off stage]
1c	<b>Recruitment</b> Of the minimum number of ECTs and their assigned Mentors recruited onto the programme 11% must come from Local Authority Districts identified as in the top 20% most sparse in terms of schools per hectare.	Monthly monitoring during the recruitment cycle as part of contract management.	[To be determined at the Call-off stage]
2	<b>Retention</b>	Retention rates will be measured	[To be determined at

	A minimum of 75% of the Participants that start the training are retained in year 1 and 2 of the delivery.	for each cohort from the start of the programme through to the end of each year of the programme i.e. at the end of year 1 and year 2.	the Call-off stage]
<b>3</b>	<b>Satisfaction</b> A minimum of 80% of the Participants rate the training good or above at the end of year 1 and 2.	Satisfaction will be measured through a survey completed by all Participants at the end of each year of the programme. The DfE will design and issue a survey for all Participants directly to the Contractor. The Contractor shall support the DfE by administering the surveys and returning them back to the DfE for review.	[To be determined at the Call-off stage]

- 33 In addition to KPIs, the Department will also be measuring, on an annual basis, the performance of the Framework Agreement, and within that, each Contractor's contribution in terms of;
- 33.1 Savings – % cohort on cohort savings on the per participant price;
  - 33.2 Targeting - % achievement against recruitment forecasts;
  - 33.3 Quality Assurance - % of service improvements adopted within required timescales;
  - 33.4 Quality Assurance – number of Quality and Performance recommendations and QA failures;
  - 33.5 Performance – % of Service Levels achieved; and
  - 33.6 Performance – number of Service Failures.
- 34 The Contractor will not be held to any specific targets in regards to the measures in paragraph 32 but should the Contractor's performance against the measures fall consistently short of the Framework Agreement averages or trends and the Department, acting reasonably, is satisfied that the shortfalls are primarily due to performance issues rather than other factors, then the Department reserves the right to request remedial action to resolve the concerns.

**Annex 1 to Schedule 7 – Pricing**

The detailed Pricing Schedule is attached as a separate Schedule to this Framework Agreement.

## SCHEDULE 8 – FINANCIAL DISTRESS

### 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

- “Guarantee Criteria”** In respect of the latest statutory accounts shall demonstrate that the Contractor or Guarantor has:
- a current ratio (being current assets divided by current liabilities) of one or more; and
  - an acid test ratio (being current assets less stock divided by current liabilities) of one or more; and
  - a tangible net worth (being total assets less total intangible fixed assets less total liabilities) of more than zero.

### 2 FINANCIAL STANDING

2.1 If during the Term the Contractor does not meet any of the Guarantee Criteria, at the Departments discretion, the Contractor shall procure that:

- (a) an Affiliate of the Contractor which at the relevant time and thereafter meets all the Guarantee Criteria shall become a Guarantor and shall provide a Guarantee in the form set out in Schedule 9 (Guarantee): or
- (b) in the event that a Group Company is not able to meet the Guarantee Criteria the Contractor shall provide suitable alternative security in the form of:
  - (i) an ABI Model Form of Guarantee Bond or equivalent bond to a value of £2,000,000 (Two Million Pounds); or
  - (ii) an alternative guarantee, the provision of funds or reserves by a third party under guarantee, cash, deposit or escrow account as the Department may approve (such approval not to be unreasonably withheld or delayed).

2.2 The Contractor shall:

- (a) regularly monitor compliance with the Guarantee Criteria; and
- (b) promptly notify the Department in writing following the occurrence of a Financial Distress Event or Key Sub-contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Contractor first becomes aware of the Financial Distress Event, the Key Sub-contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event).

### 3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

- (a) the Contractor not meeting the Guarantee Criteria or providing a Guarantor that meets the Guarantee Criteria, or providing alternative security as set out in paragraph 2.1(b);
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor, or the Guarantor or any Key Sub-contractor;
- (c) the Contractor, the Guarantor or any Key Sub-contractor committing a material breach of covenant to its lenders;
- (d) a Key Sub-contractor notifying the Department that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or

- (e) any of the following:
  - (i) commencement of any litigation against the Contractor, the Guarantor or any Key Sub-contractor with respect to financial indebtedness greater than £5,000,000 (Five Million Pounds) or obligations under a service contract with a total contract value greater than £5,000,000 (Five Million Pounds) and which is reasonably likely to be adversely determined;
  - (ii) non-payment by the Contractor, the Guarantor or any Key Sub-contractor of any material financial indebtedness;
  - (iii) any material financial indebtedness of the Contractor, the Guarantor or any Key Sub-contractor becoming due as a result of an event of default; or
  - (iv) the cancellation or suspension of any material financial indebtedness in respect of the Contractor, the Guarantor or any Key Sub-contractor,  
in each case which the Department reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement;

then, immediately upon notification of the Financial Distress Event (or if the Department becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Contractor), the Contractor shall have the obligations and the Department shall have the rights and remedies as set out in Paragraphs 3.2 to 3.3.

3.2 The Contractor shall (and shall procure that the Guarantor and/or any relevant Key Sub-contractor shall):

- (a) at the request of the Department, meet the Department as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Department may permit and notify to the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and
- (b) where the Department reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
  - (i) submit to the Department a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Department may permit and notify to the Contractor in writing); and
  - (ii) provide such financial information relating to the Contractor or the Guarantor as the Department may reasonably require.

3.3 The Contractor shall:

- (a) on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Agreement;
- (b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.3(a), submit an updated Financial Distress Service Continuity Plan to the Department; and
- (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.4 Where the Contractor reasonably believes that the relevant Financial Distress Event under Paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Department and the Parties may agree that the Contractor shall be relieved of its obligations under Paragraph 3.3.

#### **4 TERMINATION RIGHTS**

The Department shall notify the Contractor in writing of its intention to terminate this Framework Agreement under Clause 7.4, following a period of 30 days to allow the Contractor an opportunity to remedy the default to the Departments satisfaction and at no cost to the Department, if:

- (a) the Contractor fails to notify the Department of a Financial Distress Event in accordance with Paragraph 2.3(b);
- (b) the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.3(c).

## **SCHEDULE 9 – PARENT COMPANY GUARANTEE**

Not used.

## SCHEDULE 10: FINANCIAL REPORTS AND AUDIT RIGHTS

### PART A

#### Financial Transparency Objectives and Open Book Data

##### **1 FINANCIAL TRANSPARENCY OBJECTIVES**

1.1 The Contractor shall co-operate with the Department in order to achieve the following objectives:

##### **Understanding the Charges**

- (a) for the Department to understand any payment sought from it by the Contractor including an analysis of the Costs, and time spent by Contractor Personnel in providing the Services;
- (b) for the Department to be able to understand the impact of any proposed Change on the Charges;

##### **Agreeing the impact of Change**

- (c) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Contractors Charges;
- (d) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

##### **Continuous improvement**

- (e) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (f) to enable the Department to demonstrate that it is achieving value for money for the tax payer relative to current market prices.

##### **2 OPEN BOOK DATA**

2.1 The Contractor shall keep or cause to be kept full and proper books of account in relation to the provision of the Services and the entries made therein shall be kept up-to-date at all times and shall include all such matters and things which are usually entered in books of account in the United Kingdom kept by persons or companies engaged in concerns of a similar nature in accordance with best accountancy practices.

2.2 Such books of account, invoices, charge out rates, time sheets, or other time recording documents kept by the Contractor in connection with the provision of the Services and all vouchers, receipts, invoices, orders, contractual documentation and other documentation relating to the Services to which the Contractor is a party ("**Open Book Data**") shall be open to inspection by the Department or any persons appointed to act on the Department's behalf at any reasonable time having made prior appointment with the Contractor. The Department shall be entitled to ask for a copy of the Open Book Data or any part thereof which (subject to the prior payment of the Contractor's reasonable copying and administrative charges) the Contractor shall provide within 10 Workings Days of the Department's written request.

2.3 If the Department reasonably considers the Open Book Data does not accurately represent and detail sums relating to this Agreement, and the Services then the Contractor shall provide the Department with documentary evidence relating to such sums and contractual obligations.

2.4 During the Term, and for a period of 7 years following the end of the Term, the Contractor shall:

- (a) maintain and retain the Open Book Data; and
- (b) disclose and allow the Department and/or the auditor (whether internal or external) of the Department access to the Open Book Data.

## **PART B**

### **Audit Rights**

#### **1 AUDIT RIGHTS**

- 1.1 The Contractor shall co-operate fully and in a timely manner with any reasonable request from time to time of the Department or any Audit Agents and at the expense of the Contractor to provide documents, or to procure the provision of documents, relating to this Agreement, and to provide, or to procure the provision of, any oral or written explanation relating to the same.
- 1.2 The Contractor shall instruct its external auditor to provide reasonable co-operation with the Audit Agents for the purposes of verifying financial information.
- 1.3 The Department shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Department deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

## SCHEDULE 11 – ANNUAL COHORT COMPETITION INSTRUCTIONS

### 1. INTRODUCTION

- 1.1. These instructions set out the process Contractors will need to follow for the Annual Cohort Competition Award. This should be read in conjunction with paragraphs 4.1 to 4.1.7 of Schedule 4, which sets out the procedure for the Annual Cohort Call-off. The templates enclosed in this Schedule will be reviewed and updated ahead of each annual Call-off competition.
- 1.2. Each Contractor will need to complete **all** the documents listed at clause 4, following the instructions included within the individual documents, and submit them to the DfE for review before each Call-off is made.

### 2. COHORT STARTING SEPTEMBER 2021

- 2.1. For the cohort starting in September 2021, Contractors will be required to complete all the documents listed below and submit them to the DfE by 9 April 2021.
- 2.2. The DfE intends to announce the award of the 2021 cohort Call-off contracts on, or before, the 23 April 2021.

### 3. COHORTS STARTING SEPTEMBER 2022 AND BEYOND

- 3.1. For subsequent cohorts the Department has set the following target timescales:

Cohort Starting	Call for Competition	Submission	Award
September 2022	November 2021	December 2021	January 2022
September 2023*	November 2022	December 2022	January 2023
September 2024*	November 2023	December 2023	January 2024

\* 2023 and 2024 cohorts are subject to additional funding approvals.

- 3.2. The above timescales are indicative and therefore subject to change. The Department will confirm the timescales ahead of each Annual Cohort Competition.

### 4. ANNUAL COHORT COMPETITION DOCUMENTATION

- 4.1. The Department will issue a 'brief' outlining the specific priorities, targets, milestones etc for each cohort at the Call for Competition stage.
- 4.2. Contractors will need to complete the following documents for each Annual Cohort Competition:
  - Document A – Targeting Proposal Template
  - Document B – Delivery Plan Template
  - Document C – Implementation Plan Template
  - Document D – Communications and Marketing Plan Template
  - Document E – Pricing Schedule Template
- 4.3. The documents will be updated and issued by the Department at each Call for Competition. Contractors must complete and submit the documents specific to that Annual Cohort Competition.
- 4.4. Template annual cohort competition documents are available as appendixes to this schedule.

### 5. AWARD PROCEDURE

- 5.1. The documents submitted by the Contractor will form its tender for the Annual Cohort Competition and will be assessed against the pass/fail criteria in the table below.
- 5.2. Should a Contractor fail any of the award criteria, the DfE will provide written feedback in relation to the reasons why the Tender was unsuccessful and, where in the DfE's opinion, the reasons for failure are minor and resolvable without significant variation to the submission, allow the Contractor an opportunity to revise and resubmit their tenders within a reasonable timescale. The award criteria will then be applied to any resubmitted tenders before a final award decision is made.

5.3. When awarding an Annual Cohort Competition, the DfE will initially award the minimum recruitment target of 2,000 Participants to each successful Contractor. Where a Contractor has proposed delivering in excess of 2,000 Participants, and both budget and demand allow awarding volumes in excess of the minimum recruitment targets, the DfE will award additional recruitment volumes based on the following process:

5.3.1. Where the total additional recruitment volumes requested does not exceed the cohort budget and/or demand, then all Contractors will receive the full recruitment volume as outlined in their Tender.

5.3.2. Where the combined additional recruitment volumes requested exceeds the cohort budget and/or demand, then proposals for additional volumes will be ranked using:

- a) 2021 Cohort – the framework competition final scores; or
- b) 2022 Cohort and beyond – the award criteria published in the call-for competition, and awarded in order until either the demand or budget limit is met.

5.4 For more details on the Annual Cohort Competition procedure please refer to Schedule 4.

**Table 1 – Annual Cohort Competition Criteria**

Document	Criteria
Document A – Targeting Proposal Template	<ul style="list-style-type: none"> <li>• A clear targeting plan, including breakdowns of targeted participants and/or schools at a Regional, Local Authority and School level.</li> <li>• Demonstration that the proposed targeting approach aligns to ECF policy, the National Roll-out requirement and the approach submitted as part of the Providers tender.</li> </ul>
Document B – Delivery Plan Template	<ul style="list-style-type: none"> <li>• Delivery plan demonstrating that proposal aligns to ECF policy, the National Roll-out requirement and the approach submitted as part of the Providers tender.</li> <li>• Defined supply chain including specific roles and responsibilities of each Delivery Partner and demonstration of alignment to ECF policy, the National Roll-out requirement, and the Providers strategy for managing Delivery Partners as submitted in the tender.</li> </ul>
Document C – Implementation Plan Template	<ul style="list-style-type: none"> <li>• A clear mobilisation plan that demonstrates capacity to deliver the service proposal to scale within the timescales.</li> </ul>
Document D – Communications and Marketing Plan Template	<ul style="list-style-type: none"> <li>• A clear communications and marketing plan demonstrating that the proposed approach offers value for money and aligns to ECF policy, the National Roll-out requirement and the approach submitted as part of the Providers tender.</li> </ul>
Document E – Pricing Schedule Template	<ul style="list-style-type: none"> <li>• Volume banded per Participant prices and a detailed Cost Breakdown Structure will be required to be submitted in the Pricing Schedule supplied by the DfE. Prices must not exceed the Contractors per participant pricing in Table 3b of Schedule 7, Part 1. Each subsequent volume band must be priced lower than the previous band.</li> <li>• For the purposes of the price criteria, this will be undertaken using a 'Weighted Average Participant Price' model. The three Volume Banded Price Points will be weighted in the following proportion: <ul style="list-style-type: none"> <li>• Volume Band A: 60%</li> <li>• Volume Band B: 30%</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>• Volume Band C: 10%</li></ul> <p>The respective price point values will be multiplied by the respective weighting and then added together to determine a 'Weighted Average Participant Price' to be used in the Price Evaluation.</p> <ul style="list-style-type: none"><li>• Contractors will need an 'Average Weighted Participant Price' within +/- 20% of the median priced successful tender.</li></ul>
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