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CONTRACT FOR Future Leaders Programme for Directors of Children's Services

THIS CONTRACT IS DATED 13 JULY 2020

Parties

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

2) The Staff College, a company registered in England and Wales with company number: 03691651 whose registered office is at Piccadilly House, 49 Piccadilly, Manchester M1 2AP("the Contractor")

Recitals

The Contractor has agreed to deliver the Future Leaders Programme for Directors of Children's Services (**Programme**) on the terms and conditions set out in this Contract.

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

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification

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

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

"the Contract Manager"	<div></div> , Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT;
"Contract Period"	The start and end date of the Contract as set out in Clause 2 subject to any agreed extensions;
"the Contractor's Contract Manager"	<div></div>
"Confidential Information"	the Department's Confidential Information and/or the Contractor's Confidential Information;
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor's Background IP"	any Intellectual Property Rights owned by, licensed to or otherwise controlled by the Contractor prior to the date of this Contract or otherwise created or acquired by the Contractor (excluding Service Specific IP Materials and DFE IP Materials (both as defined in clause 8);
"Contractor's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Contractor, including all Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	take the meaning given to them in the GDPR
"Crown"	means Queen Elizabeth II and any successor;
"Crown Body"	any department, office or agency of the Crown;
"Data Loss Event"	any event that results, or is likely to result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"DPA 2018"	Data Protection Act 2018;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the

	Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 2018;
"Processor Personnel"	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Department in connection with the Contract;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2** References to "Contract" mean this Contract (and include the Schedules). References to "Clauses" and "Schedules" mean Clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.4** Subject to clause 3.1, if there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.]

2 Commencement and Continuation

The Contractor shall commence the Services on 13 July 2020 and, subject to Clause 10.1 shall complete the Services on or before 31 March 2023.

The Department may terminate the Contract on 30 June 2021, in accordance with Clause 10.2, should funds not be obtained by the Department to permit the Contract to run to its full term.

The Contract may be extended by a further 12 months with the written agreement of both parties, subject to satisfactory performance and relevant approvals and notifications by the Department.

3 Contractor's Obligations

- 3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1 and the special conditions set out in Schedule 3 and 4. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3 and 4, the special conditions shall prevail.
- 3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3** The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it in connection with the performance of the Services pursuant to the Contract.

4 Department's Obligations

- 4.1** The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed in accordance with Schedule 1.
- 4.2** The Department shall:
 - 4.2.1 co-operate with the Contractor in all matters relating to the Services;
 - 4.2.2 appoint the Contract Manager for the Services. The Contract Manager shall have the authority to contractually bind the Department on matters relating to the Services;
 - 4.2.3 provide, for the Contractor, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Department's premises and other third party premises, data and other facilities as reasonably required by the Contractor in order to perform the Services;
 - 4.2.4 provide to the Contractor in a timely manner all documents, information, items and materials in any form (whether owned by the Department or third party) reasonably required by the Contractor in connection with the Services and ensure that they are accurate and complete; and
 - 4.2.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Contractor to provide the Services, including in relation to the use of all materials supplied by the Department in all cases before the date on which the Services are to start.
- 4.2.6** In consideration of the Contractor's performance of the Services pursuant to the Contract, the DFE shall pay the Contractor the Charges in accordance with the terms of the Contract. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and

the DFE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.

- 4.3** If the Contractor's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Department, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Contractor shall be allowed an extension of time to perform its obligations equal to the delay caused by the Department.
- 4.4** The Department shall not and shall procure that, without the prior written consent of the Contractor at any time from the date of this Contract to the expiry of 12 months after the termination or expiry of this Contract, solicit or entice away from the Contractor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or Sub-contractor of the Contractor in the provision of the Services.
- 4.5** Any consent given by the Contractor in accordance with Clause 4.4 shall be subject to the Department paying to the Contractor a sum equivalent to 20% of the then current annual remuneration of the Contractor's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Contractor to that employee, consultant or subcontractor.

5 Changes to the Department's Requirements

- 5.1** The Department shall promptly notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2** The Contractor shall use all reasonable endeavours to accommodate any changes to the needs and requirements of the Department provided that to the extent that the Contractor is able to accommodate such changes, it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing in advance.

6 Management

- 6.1** Subject to Clause 5 above, the Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.
- 6.3** The Contractor shall attend (virtually or in person) regular service review meetings with the Department. These shall occur monthly for the first 3 months of the Contract, and after that on a schedule agreed between the Contractor and the Department. The Contractor shall ensure appropriate

representation to permit decisions to be made relating to delivery of the Contract.

- 6.4** The Contractor and the Department will review Key Performance Indicators (KPIs) on a schedule agreed in writing between the Contractor and the Department, and the Department may make changes to the KPIs only if agreed by both parties. Any changes made to the KPIs must be approved by the Department. The Contractor will remain liable for delivering against all agreed KPIs.

7 Contractor's Employees and Sub-Contractors

- 7.1** Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the “**Sub-contractor**”) it shall ensure prompt payment in accordance with this Clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made in accordance with any existing in contract or arrangement in place between the Contractor and the Sub-Contractor, or, if no such contract exists within a specified period from the receipt of a valid invoice not exceeding:

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

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

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

- 7.2** The Department shall be entitled to withhold payment equivalent to the amount(s) due under Clause 7.1 for so long as the Contractor, in the Department’s reasonable opinion, has materially failed to comply with its obligations to pay any Sub-contractors promptly in accordance with Clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or Sub-contractors (or their employees) are suitable in all material respects to perform the Services.
- 7.4** The Contractor shall give to the Department if so requested a list of the names of all persons who are or may be at any time directly concerned with the performance of the Services specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require, which the Department acknowledges and accepts may be provided in the form of aggregated data, where the Contractor deems it appropriate.

- 7.5** If the Department notifies the Contractor in writing that it reasonably considers that an employee or Sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as are agreed between the parties to remedy the situation or, if so required by the Department, shall remove the said employee or Sub-Contractor from providing the Services and shall as soon as reasonably practicable (temporarily or permanently, as appropriate) provide a suitable replacement (at no additional cost to the Department).
- 7.6** The Contractor shall take all reasonable steps to minimise changes of employees or Sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall where practicable give at least one month's written notice to the Contract Manager of proposals to change key employees or Sub-contractors.
- 7.7** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its Sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.8** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time to the extent that the same are made known to the Contractor in advance.
- 7.9** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time to the extent that such requirements are made known to the Contractor in advance.
- 7.10** Notwithstanding the above provisions of this Clause 7 and Clause 21, the Department hereby acknowledges and accepts that the Contractor shall be permitted to engage the services of third party contractors to undertake discreet elements of the Services without first obtaining the Department's prior consent.

8 Intellectual Property Rights

8.1 All Intellectual Property Rights in:

- 8.1.1** materials furnished to or made available to the Contractor by or on behalf of the DfE including the DfE's trademarks, service marks, business name and other Intellectual Property Rights (the "**DFE IP Materials**") shall remain the property of the DfE (save for copyright and database rights which shall remain the property of the Crown);

- 8.1.2 materials prepared by or for the Contractor on behalf of the DfE in connection with the Contract (the "**Service Specific IP Materials**") shall vest in the Contractor (including copyright and database rights); and
- 8.1.3 the Contractor's Background IP shall remain the property of the Contractor and its licensors
- (together the "**IP Materials**").
- 8.2** The Contractor shall not, and shall ensure that Personnel shall not, use or disclose DfE IP Materials without the DfE's approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.
- 8.3** Not used.
- 8.4** The Contractor grants or shall procure the grant to the DfE:
- (i)) a non-exclusive, royalty-free licence during the term of this Contract to use the Contractor's Background IP (provided it is free to licence the Contractor's Background IP in question) solely to enable the DfE and its contractors to carry out their respective part(s) of the Contract;
 - (ii) a non-exclusive, perpetual, irrevocable, royalty –free licence (with the right to sub-licence) Service Specific IP Materials for any purpose.
- 8.5** Without prejudice to clause 8.4(ii), the Contractor acknowledges that the DfE shall be entitled to use and amend the Service Specific IP Materials and to sublicense the same to any other contractor that the DfE appoints to deliver products and/or services related to the Programme under related contracts, as many times as is deemed necessary by the DfE.
- 8.6** The Contractor shall not knowingly undertake any activities which will harm the DfE's business or reputation.
- 8.7** The Contractor warrants to the DfE that, to the best of its knowledge and belief (without having made any specific enquiries, other than of its employees engaged in carrying out the Services, and (specifically) without having carried out any patent searches, either in the United Kingdom or elsewhere in the world), no advice or information by the Contractor or any of its employees who work on the Services, nor the content of any Specific Service IP Materials, Contractor's Background IP, materials, works or information that the Contractor provides in connection with the Services will constitute an infringement of third-party rights, no further warranty is given in this respect except that the Contractor warrants that the Specific Service IP Materials will be original work except where stated otherwise.
- 8.8** Not used.
- 8.9** Not used.

- 8.10** Not used.
- 8.11** Not used.
- 8.12** Not used.
- 8.13** Not used.
- 8.14** Not used.
- 8.15** Not used.
- 8.16** The DFE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor's Background IP.
- 8.17** The DfE grants to the Contractor a non-exclusive, royalty free, non-transferable licence to copy, modify and use the DFE IP Materials during the term of this Contract for the purposes of providing the Services to the DFE.
- 8.18** The Contractor shall not knowingly do or permit to be done, or omit to do in connection with the DFE IP Materials any act or thing which:
- 8.18.1 would jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or
- 8.18.2 would prejudice the right or title of the DFE to any of the DFE IP Materials.
- 8.19** The Contractor shall comply with the DFE's branding guidelines and shall not use any other branding, including its own, other than as set out in the DFE's branding guidelines or as otherwise agreed with the DFE.
- 8.20** When using DFE trade marks (**DFE Trade Marks**) the Contractor shall observe all reasonable directions given by the DFE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:
- 8.20.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DFE Trade Mark, or unfairly competes with any DFE Trade Mark; or
- 8.20.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DFE Trade Mark as to be likely to deceive or cause confusion.
- 8.21** The DFE warrants that the receipt and use of the DFE IP Materials in the performance of this Contract by the Contractor, its agents, Sub-contractors or

consultants shall not infringe the rights including Intellectual Property Rights of any third party.

9 Warranty and Indemnity, Limitation of Liability and Insurance

Warranty

- 9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Contractor shall at its option, where appropriate:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2 refund that part of the Charges that directly relate to the defective Services..

Indemnity

- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising directly out of or in the course of or caused by the provision of the Services, save to the extent caused or contributed to by the Department, its employees, agents or representatives.
- 9.4** Not used.
- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

Limitation on Liability

- 9.6** Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 9.6.1 death or personal injury caused by negligence;
- 9.6.2 fraud or fraudulent misrepresentation; and
- 9.6.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 9.7** Subject to Clause 9.6 above. the Contractor shall under no circumstances whatever be liable to the Department, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- 9.7.1 loss of profits (whether direct, indirect or consequential);
- 9.7.2 loss of sales or business (whether direct, indirect or consequential);
- 9.7.3 loss of agreements or contracts (whether direct, indirect or consequential);
- 9.7.4 loss of anticipated savings (whether direct, indirect or consequential);
- 9.7.5 loss of use or corruption of software, data or information (whether direct, indirect or consequential);
- 9.7.6 loss of or damage to goodwill (whether direct, indirect or consequential); and
- 9.7.7 indirect or consequential loss.

9.8 Subject to clause 9.6, the Contractor's total liability to the Department in respect of all loss or damage arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 125% of the sums actually paid by the Department to the Contractor in the year in which the breach or breaches occurred or, if the date of the breach is less than 12 months after the Commencement Date, an amount equal to 125% of the average monthly amounts paid by the Department over the period since the Commencement Date multiplied by 12.

9.9 Terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.

Insurance

9.10 During the term of this Contract, the Contractor shall maintain:

- (a) public liability insurance of no less than £5,000,000 (five million pounds) for any one occurrence;
- (b) professional indemnity insurance of no less than £2,000,000 (two million pounds) for any one occurrence; and
- (c) employers liability insurance of no less than £5,000,000 (five million pounds) for any one occurrence.

9.11 The Contractor shall upon request produce to the Department, evidence of its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

10.1 Not used.

10.2 This Contract may be terminated by the Department on 30 June 2021 by not less than 30 days' notice in writing given to the Contractor if the Department does not have access to appropriate sufficient funds to continue the Programme to its full term.

10.3 In the event of a material breach of this Contract by either party which breach is irremediable or (if such breach is remediable) that party fails to remedy that breach within 30 days after being notified in writing to do so, the other party may terminate this Contract with immediate effect by notice in writing.

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

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

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

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

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

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

10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business of the Contractor or professional conduct.

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

10.5 This Contract may be terminated by the Contractor with immediate effect by notice in writing to the Department if at any time the Department fails to pay any undisputed sum due to the Contractor on the due date and such amount remains outstanding 10 Working Days after receipt by the Department of a notice of non-payment from the Contractor.

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

11 Status of Contractor

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2** The Contractor shall not knowingly say or do anything that will lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

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

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

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

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

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

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Clause 12.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
 - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7** The Department shall ensure that any Central Government Body, Contracting Department, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this Clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the

content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

- 12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department prior to publication will consult with the Contractor on the manner and format of publication and inform the Contractor of its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 Freedom of Information

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
 - 13.2.1** transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 13.2.2** provide the Department with a copy of all Information in its possession, or power in the form that the Department reasonably requires within five Working Days (or such other reasonable period as the Department may specify) of the Department's request; and
 - 13.2.3** provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause

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

13.5.1 in certain circumstances without consulting the Contractor; or

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

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

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time in accordance with Clause 14.

14 Audit

14.1 The Contractor shall keep and maintain until 6 years after the end of the term of this Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges received by the Contractor.

14.2. The Contractor agrees to make available to the DFE, free of charge, whenever reasonably requested, copies of any audit reports obtained by the Contractor in relation to the Services.

14.3. Subject to Clause 14.5, the Contractor shall permit duly authorised representatives of the DFE and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required. No more than 1 (one) such audit shall be carried out in any calendar year.

14.4. Notwithstanding Clause 14.3 and subject to Clause 14.5, the Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to documents (including computerised documents and data) in the possession of the Contractor which relate to the Contract as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the DFE and for carrying out examinations into the economy, efficiency and effectiveness with which the DFE has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

14.5 Any audit undertaken pursuant to this Clause 14 shall be carried out within a mutually agreed timeframe but always within seven days of notice of a

request to audit being given. The audit shall cover the overall scope of the Services supplied and the Contractor's, and any Sub-contractors', compliance with the Clauses contained in this Clause 14.

15 Transfer of Responsibility on Expiry or Termination

- 15.1** The Contractor shall, at the Department's cost and expense, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time (not exceeding 2 months) after the expiry or other termination of this Contract.
- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16 Tax Indemnity

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

- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and a reasonable period within which that information must be provided.
- 16.5** The Department may terminate this Contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time being not less than 30 days after receiving a notification from the Department that such information is required, or
 - (ii) provides information which is materially inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying in a material way with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the Contractor of its obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and

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

17 Data Protection

- 17.1** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 3a. The only processing that the Processor is authorised to do is listed in Schedule 3a by the Controller and may not be determined by the Processor
- 17.2** The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3** The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 17.4** The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall to the extent practicable promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

- (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

17.5 Subject to Clause 17.6, the Processor shall notify the Controller without undue delay if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 17.6** The Processor's obligation to notify under Clause 17.5 shall include the provision of further information to the Controller in phases, as details become available.
- 17.7** Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9** The Processor shall allow for reasonable audits of its Data Processing activity by the Controller or the Controller's designated auditor provided always that such audits are carried out at reasonable times and upon reasonable notice.
- 17.10** Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11** Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

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

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

17.13 The Parties may, by written agreement, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

17.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Parties may by written agreement amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18 Amendment and variation

18.1 Subject to the Change Control Procedure defined at Clause 18.2 below, no amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time, to the extent made known to the Contractor.

18.2 Either Party may at any time request in writing a Variation (as defined in Schedule 6) in accordance with the change control procedure set out in Schedule 6 (the "**Change Control Procedure**"). No Variation shall be effective unless made in accordance with the Change Control Procedure.

19 Force Majeure

19.1 For the purposes of this Contract, "**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, storm, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, breakdown of plant or machinery, fire, explosion or accident, any labour or trade dispute, difficulty or increased

expense in obtaining workers, materials or transport, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Clause, or companies in the same group as that party), non-performance by suppliers or subcontractors, and interruption or failure of utility service. A party's inability to pay does not constitute a Force Majeure Event.

19.2 Provided it has complied with Clause 19.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Contract such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

19.4 The Affected Party shall:

19.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract;

19.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and

19.4.3 within 7 days after the end of the Force Majeure Event, notify the other party that the Force Majeure Event has ended and resume performance of its obligations under this Contract.

19.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this Contract by giving 30 days' written notice to the Affected Party.

20 Employee Regulations

20.1 It is not the intention of the parties that any past, present or future employees of the Contractor ("**Contractor Employee**") will be employed by the Department on termination or expiry of this Contract for any reason.

20.2 If, on termination or expiry, any Contractor Employee becomes or is otherwise deemed to be, or claims or alleges to have become an employee of the Department, the Department shall indemnify the Contractor against all costs, claims, liabilities and expenses (including all legal expenses on an indemnity basis) in connection with or as a result of any claim or demand by that person relating to that person's dismissal or their employment up to the date of dismissal or a claim or demand of any other nature.

21 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or subject to Clause 7.10 sub-contracted in whole or in part by either party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22 The Contract (Rights of Third Parties) Act 1999

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

23 Waiver

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

24 Notices

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

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

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

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

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

25 Dispute resolution

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

25.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 24 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

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

26 Discrimination

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

26.2 The Contractor shall take all reasonable steps to secure the observance of Clause 26.1 by all servants, employees or agents of the Contractor and all suppliers and Sub-contractors employed in the execution of the Contract.

27 Law and Jurisdiction

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

As witness the hands of the parties

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

Signature

████████████████████

Name in CAPITALS

██████████

Position in Organisation

Deputy Director, Children's Social Care, Workforce

Address in full

Sanctuary Buildings, Department for Education, Great Smith Street, Westminster

Date

13/07/20

Authorised to sign for and on
behalf of The Staff College

Signature

████████████████████

Name in CAPITALS

████████████████████

Position in Organisation

Principal

Address in full

The Staff College, Piccadilly House, 49 Piccadilly, Manchester, M1 2AP

Date

13/07/20

Schedule 1 – Invitation to Tender Specification of Requirements

1. INTRODUCTION

- 1.1. The purpose of this specification is to provide a description of the services that the supplier(s) shall be required to deliver through a single contract to be awarded by the Department for Education (DfE) to deliver the Future Leaders Programme for Directors of Children's Services (DCSs) in England. Bidders may propose an alternative name for the programme, to be agreed with DfE at contract finalisation.
- 1.2. The statutory role of the DCS was established and mandated in section 18 of the Children Act 2004 (available at: legislation.gov.uk/ukpga/2004/31/pdfs/ukpga_20040031_en.pdf).
- 1.3. DCSs are required by law to hold direct local accountability for the effectiveness, availability and value for money of the local authority's (LA's) children's services; they are statutory postholders responsible for the delivery of early years, schools, social care, and high needs across a LA area. They have a critical 'system leader' role for children and families – operating as the interface between practice, corporate and political leadership over a wide range of LA services for children, young people and families.
- 1.4. Ofsted judges the quality of leadership and management of LA children's services, with a focus on 8 core behaviours across 3 specific contexts: leading change, leading in a time of change, and managing the corporate and political landscape:
 - 1.4.1. openness to possibilities;
 - 1.4.2. the ability to collaborate;
 - 1.4.3. demonstrating a belief in their team and people;
 - 1.4.4. personal resilience and tenacity;
 - 1.4.5. the ability to create and sustain commitment across a system;
 - 1.4.6. focusing on results and outcomes;
 - 1.4.7. the ability to simplify; and
 - 1.4.8. the ability to learn continuously.
- 1.5. It is important that DCSs have strong management arrangements and systems in place to allow effective operational oversight across internal and multi-agency services. They must have a whole systems approach to strategic service planning and delivery to enable continuous improvement and effective delivery across the range of children's services for all children, young people and families within a LA.
- 1.6. There is a significant step-up from Assistant Director to DCS. As well as delivering against their operational duties, newly appointed DCSs must deliver corporate leadership and lead effective partnerships across multiple agencies and services. They must work closely with the Lead Member for Children's Services, the Chief Executive and the Leader of the Council.

- 1.7. As the pivotal leadership point in LAs for children and families, strong DCS leadership underpins effective reform across children's services.
- 1.8. The Future Leaders Programme for DCSs builds on our existing programmes to support the development of those working within children's social care. It will help build a stronger, more resilient leadership cadre by attracting and nurturing talented leaders.
- 1.9. This ITT provides an exciting opportunity to deliver a key DfE priority, and support aspiring and newly appointed DCSs to quickly become effective system leaders across the breadth of the DCS role.
- 1.10. We understand that it may not be possible for one contractor to provide all of the requirements in this specification, and we welcome bids from consortia as well as from individual organisations.
- 1.11. The contract will deliver the aims of the Future Leaders Programme for DCSs. The contract is expected to begin in early 2020 and will run for an initial term of 3 years (to 31 March 2023) with a clear break Clause in June 2021. Bidders should be aware that we have funding committed to June 2021 only; should further funding not be secured, the break Clause will be enacted. Continuation of the programme to the end of the contract will be solely at DfE's discretion and subject to having approval and further funding in place. Award of the contract is subject to HM Treasury approval, and DfE reserves the right to cancel the procurement before contract award.
- 1.12. Bidders should be aware that DfE reserves the right to terminate, amend, scale up, or reduce the scope of any agreement should funding be withdrawn, materially changed or there is a significant change in government policy relating to the delivery of the programme and outputs required as part of this contract, by giving at least 3 months' notice. In addition, this procurement exercise, the service scope and the award of the contract is subject to any change in Ministerial priorities.

2. THE SERVICE REQUIREMENT

- 2.1. The contract for the Future Leaders Programme for DCSs presents an exciting opportunity to input into DfE's workforce strategy, and to design, develop and deliver a national leadership programme for those aspiring to and newly appointed into DCS roles and positions.
- 2.2. The aim of the Future Leaders Programme for DCSs is to attract and nurture talented leaders, so that they have the behaviours, skills and capacities to become successful system leaders across the breadth of the DCS role. It will cover the breadth of the DCS role, with a core focus on preparing and supporting aspiring and newly appointed DCSs for collaborative system leadership.
- 2.3. There are significant challenges in attracting and retaining talented leaders in DCS roles, including:
 - 2.3.1. Turnover: over 25% of LAs experienced a change in DCS in 2018/19;
 - 2.3.2. Length of tenure: current average tenure is 47 months as a DCS across multiple LAs (29 months in post in a single LA);
 - 2.3.3. Reliance on interim DCSs among some LAs; and
 - 2.3.4. Decreasing diversity of experience of those progressing into DCS roles.
- 2.4. Our intention is that this programme will help achieve:
 - 2.4.1. an improved flow of talented middle leaders from local government, health and other associated roles into the DCS role;
 - 2.4.2. better prepared and supported DCSs with the skills, capacities and resilience to be strong and exemplary system leaders; and
 - 2.4.3. DCSs remaining in post for a longer period and greater stability across the role.
- 2.5. Consequently, the programme must include provision to:
 - 2.5.1. attract diverse participants with strong potential to progress to DCS roles and equip them with the core behaviours, skills and capacities necessary to do so; and
 - 2.5.2. support newly appointed DCSs to develop and embed the behaviours, skills and capacities to become strong system leaders.
- 2.6. However, DfE does not intend to specify how the programme should be delivered, and wishes to encourage bidder innovation in designing the format and components in order to achieve DfE's aims and objectives. We envisage that the programme may be structured as outlined in [Figure 1](#). Proposals could include:
 - 2.6.1. **leadership and management** and wider **knowledge and skills** training;
 - 2.6.2. **coaching and mentoring**;

- 2.6.3. **a development framework**, including key outcomes and measures for high-quality system leadership, for aspiring DCSs;
- 2.6.4. **a range of learning methods**, potentially including options for a virtual platform; and
- 2.6.5. **innovative ways to attract high potential participants**, particularly from within LAs and local partners that work in a related capacity with children and families.

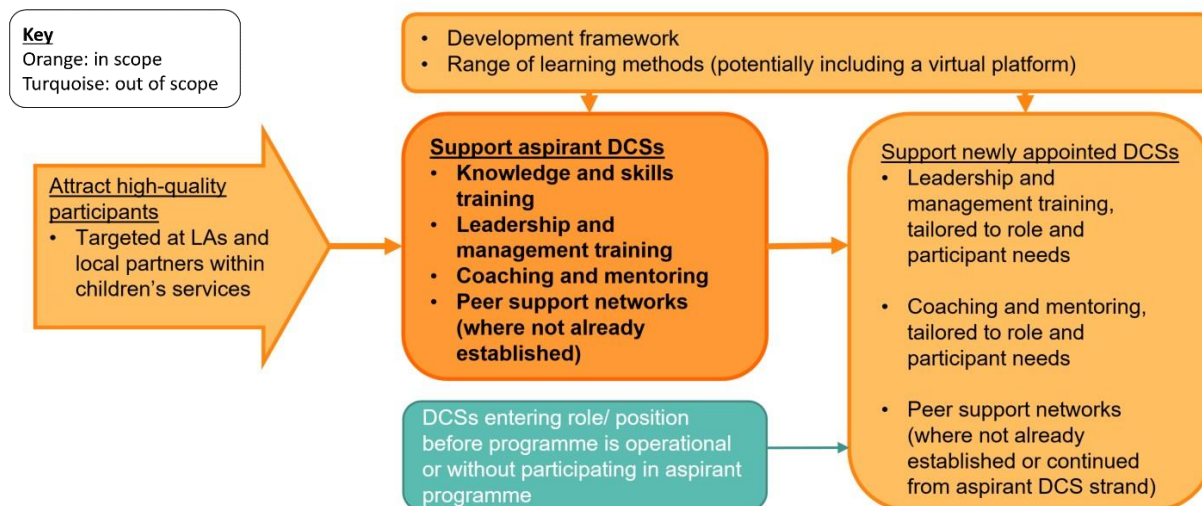


Figure 1. Possible programme structure

- 2.7. In addition to the core components of the programme, for which possible options are outlined in **paragraph 2.6 of this document**, the supplier must undertake engagement with the sector to design programme components to meet the needs of both aspiring and newly appointed DCSs, and ensure the programme complements existing support and avoids duplication. Such engagement must occur in the initial phase of the programme and throughout the life of the programme, to inform and deliver continuous improvement. Sector engagement should include direct engagement with DCSs and LA Chief Executives.
- 2.8. Any development framework developed as part of this programme must enable DCSs to lead, support, and exemplify effective practice not just in child and family social work but across all children's services in their LA.
- 2.9. Although not a requirement of this tender, DfE wishes to encourage bidders to consider possible mechanisms to incorporate LA contributions to this programme.
- 2.10. As part of their bid, bidders must commit to evaluating the impact of delivery of the programme and set out possible evaluation proposals. These could include (but will not be limited to): surveys of participant satisfaction; learning outcomes; improvements against the programme aims outlined in **paragraph 2.6 of this document**; and the commissioning of impact studies. Bidders must also agree to engage with a third-party evaluation contractor if required by DfE.
- 2.11. The supplier must demonstrate how they will encourage and support diversity, both of protected characteristics and prior experience, across all

components of the programme. All stages and components of the Future Leaders Programme for DCSs must offer equal opportunities to applicants from all backgrounds and avoid discrimination against participants for any reason other than their suitability and eligibility to secure a place on the programme. The successful contractor will be required to ensure that all aspects of the application and selection process adhere to statutory and legal requirements for equality and diversity. Further information about the Equality Act 2010 is available at: [gov.uk/guidance/equality-act-2010-guidance](https://www.gov.uk/guidance/equality-act-2010-guidance).

3. MANDATORY REQUIREMENTS

- 3.1. As part of this specification, there are a number of mandatory requirements. Please note that DfE may, at its sole discretion, refuse to consider your bid if you are unable to evidence compliance with these requirements.
- 3.2. Your organisation will provide an implementation plan that can demonstrate sufficient capability and capacity to deliver the contract, and scale up implementation to meet the contract delivery timelines and key performance indicators (KPIs), to be agreed with DfE before contract start.
- 3.3. Your organisation must be able to commit to delivering in line with the reach and scope outlined in this tender between 2020 and 2023. DfE, at its sole discretion, has an option to extend the contract for a maximum period of 1 further year. Any such extension will be subject to the relevant DfE approvals and notifications.
- 3.4. All proposed delivery of the contract must be located within England.
- 3.5. Partnership agreements should be established as legal entities before the contract award is made. This will require all bidders (including partners and supply chain organisations) to be fully registered on: supplierregistration.cabinetoffice.gov.uk/. A successful supplier will be expected to maintain and update that registration throughout the life of any contract awarded. Where your delivery for the contract has substantive subcontractors we may at our discretion extend the need to be fully registered to your subcontractors for this contract.
- 3.6. If you are delivering this contract as part of a consortium, your organisation will agree to enter into binding agreements with other consortium members to ensure service delivery and compliance with all contractual requirements and expectations and due diligence declarations are met. This will need to be in place by the contract signing date and evidence will need to be provided. Bidders are reminded that the lead organisation will be the single contract holder and will have overall accountability for service delivery and meeting the contract KPIs.
- 3.7. Bidders' attention is drawn to the recently implemented requirements set out in Public Procurement Notice 01/18, which is available at: gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility and which places further supply chain obligations on winning bidders.
- 3.8. Your organisation shall as far as practicable satisfy DfE that it operates to an acceptable standard such as BS 5750, BS EN ISO 9000 or an equivalent.
- 3.9. Your organisation will manage the programme delivery, reviewing service delivery for continuous improvement, ensuring the programme demonstrates value for money, and evaluating impact against the programme aims set out in **paragraph 2.6 of this document**.
- 3.10. Your organisation must agree to engage with a third-party evaluation contractor if required by DfE.

- 3.11. The funding and clawback model will be agreed at contract finalisation. DfE envisages a variable funding structure, with funding levels linked to the volume of participants and the total contract value as a ceiling. The supplier must also agree to put at risk a proportion of the annual delivery costs, plus the entirety of any management fee, against the non or under-achievement of the KPIs.
- 3.12. You should be aware that the appointment of key personnel within the programme management structure will be subject to DfE consent. A list of key personnel will be agreed with the contractor at finalisation stage. Any replacements of key personnel during the term shall be subject to DfE consent and shall be of at least equal status, experience and skills to key personnel being replaced and be suitable for the responsibilities of that person in relation to the services.

4. PROGRAMME REQUIREMENTS

4.1. The supplier will be responsible for the delivery of a bespoke programme that includes multiple distinct elements. DfE does not intend to strictly specify how this should be delivered, and wishes to encourage bidder innovation in designing and developing the programme. However, a successful bidder would need to show how they would deliver the following broad requirements:

4.1.1. attract diverse participants with strong potential to progress to DCS roles and equip them with the core behaviours, skills and capacities necessary to do so; and

4.1.2. support newly appointed DCSs to develop and embed the behaviours, skills and capacities to become strong system leaders.

4.2. A successful bidder would also need to show how they would deliver the following functions:

Table 1: List of functions

Function	Description
A: Implementation and set-up of the Future Leaders Programme for DCSs	Develop an implementation plan to cover set-up and a high-level delivery plan to cover programme delivery, which shall be supplemented by annual detailed delivery plans in accordance with the requirements of function E . The Future Leaders Programme for DCSs will be a bespoke leadership programme to attract and equip those aspiring to DCS posts and newly appointed DCSs with the skills, capacities, and resilience to be strong system leaders. Both plans should demonstrate capability to monitor and regulate performance in order to maintain effective provision. The implementation plan will include a detailed plan of how you would scale up delivery to meet the aims and objectives of the programme as set out in Section 2 of this document .
	Detailed requirements:
	<p>The supplier will:</p> <p>A1 In the initial programme phase, develop, test and set-up the programme structure and components, ready for full delivery at the earliest opportunity in the 2020-21 Financial Year.</p> <p>A2 Build relationships and work collaboratively with LAs and sector bodies to test, shape, and potentially pilot programme content to ensure the programme meets the needs of LAs and programme participants.</p>

	<p>A3 Continue to develop and refine the structure and components to best meet sector needs and achieve DfE's objectives throughout the life of the programme, taking into account feedback from LAs and programme participants and DfE's developing policy priorities.</p> <p>A4 Develop and agree with DfE an implementation plan for the Future Leaders Programme for DCSs, taking into account the programme specification, aims and DfE priorities outlined in this ITT, and in doing so demonstrate to DfE sufficient capability and capacity to deliver the contract, and the ability to scale up during implementation to meet the contract delivery timelines.</p> <p>A5 Develop and agree with DfE a high-level delivery plan covering the duration of the contract term, taking into account the programme specification, aims and DfE priorities outlined in this ITT, and which shall be supplemented by annual detailed delivery plans as referenced under function E.</p> <p>A6 Develop and implement a communications strategy to engage LAs and potential programme participants, working with DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at gov.uk/guidance/advertising-marketing-and-communications-spend-controls.</p> <p>A7 Demonstrate where applicable suitable user-centred digital proposals for developing online content and an online community to provide peer support and facilitate the exchange of best practice (if appropriate and agreed with DfE); demonstrate plans to host such online content either on existing bidder websites and platforms or on www.gov.uk/; subject to DfE approval, implement the proposals subject to any modifications required as part of the approvals process or such alternative solution as may be required; and maintain this online presence for the duration of the term.</p>
B: Design, develop and deliver a tailored programme to attract high-quality participants with strong potential to progress to DCS roles and equip them with the core learning and capacities necessary to do so	<p>DfE does not intend to mandate all components of the Future Leaders Programme for DCSs, and wishes to encourage bidder innovation. However, the supplier will be required to develop a leadership programme for aspirant DCSs, designing the structure and components to: actively encourage and support diversity among participants, both of protected characteristics and prior experience; effectively attract participants with strong potential; and equip them with the core learning and capacities to progress into and quickly become effective in DCS roles.</p>
	<p>Detailed requirements:</p> <p>The supplier will:</p>

	<p>B1 Identify the potential barriers to progression into DCS roles for aspiring DCSs, and design and develop a programme to attract high-quality aspirant DCSs and equip them with the necessary knowledge, skills and capacities for transition into the DCS role.</p> <p>B2 Identify the training needs of aspiring DCSs and design effective programme components that: meet the needs of programme participants and LAs; are aligned to DfE's programme aims, set out in paragraph 2.4 of this document; and provide a coherent pathway and comprehensive offer to programme participants. Training must prepare aspiring DCSs for and ensure that they are able to serve effectively in that role, and could include but would not be limited to:</p> <p>B2.1 leadership and management training;</p> <p>B2.2 knowledge and skills training;</p> <p>B2.3 coaching and mentoring;</p> <p>B2.4 a development framework to run through both functions B and C;</p> <p>B2.5 peer networks.</p> <p>B3 Deliver a coherent national programme that will meet the needs of LAs and programme participants, working with and overseeing third party continuous professional development (CPD) delivery organisations as appropriate or necessary.</p> <p>B4 Work collaboratively with sector bodies, LA Chief Executives and DCSs to ensure the programme avoids duplication and complements existing training and support for aspiring DCSs.</p> <p>B5 Design and develop plans to attract talented, high-potential participants from within LAs and local partners working in related capacities, and conduct communications activity to publicise the programme in accordance with function A6.</p> <p>B6 Consider options for an initial assessment of potential participants' commitment and suitability for participation in the programme, and how this might be designed to attract aspirant DCSs who, with effective support, have strong potential to progress into and quickly become effective in DCS roles.</p>
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	<p>B7 Consider options for creating a development framework underpinning both functions B and C of this programme, aligning support provided through the programme with it to ensure consistency across the programme and providing recognition of participant achievement.</p> <p>B8 Manage and oversee a register of programme participants and monitor participant activity, providing relevant data to DfE on a regular basis to be agreed with DfE and as and when requested by DfE.</p> <p>B9 Ensure there is coherence between function B and function C of this programme for those participants of function B of the programme who are successful in progressing to a DCS position.</p> <p>B10 Ensure training and development is accessible to participants across England.</p> <p>B11 Record data including the diversity of all applicants in regard to the 9 protected characteristics of the Equality Act 2010.</p>
C: Design, develop and deliver a tailored programme to support newly appointed DCSs to develop and embed the behaviours, skills and capacities to become strong system leaders	<p>DfE does not intend to mandate all components of the Future Leaders Programme for DCSs, and wishes to encourage bidder innovation. However, the supplier will be required to develop a leadership programme for newly appointed DCSs, whether progressing from the aspirant DCS strand or through traditional routes, designing the structure and components to effectively support them to develop and embed the behaviours, skills and capacities to become strong system leaders and nurture effective practice.</p>
	<p>Detailed requirements:</p> <p>The supplier will:</p> <p>C1 Identify the potential challenges and barriers to quickly becoming effective in the DCS role, and design and develop a programme to support newly appointed DCSs to develop and embed the behaviours, skills and capacities to become strong system leaders.</p> <p>C2 Identify the training needs of newly appointed DCSs, and design programme components that: meet the needs of programme participants and LAs; are aligned to DfE's programme aims, set out in paragraph 2.4 of this document; and provide a coherent pathway and comprehensive offer to programme participants. Training must ensure newly appointed DCSs are able to serve effectively across the <u>breadth of the DCS role</u>, and could include but would not be limited to:</p> <p>C2.1 leadership and management training;</p>

	<p>C2.2 coaching and mentoring;</p> <p>C2.3 a development framework to run through both functions B and C;</p> <p>C2.4 peer networks.</p>
C3	<p>Deliver a coherent national programme that will meet the needs of LAs and programme participants:</p> <p>C3.1 working collaboratively with participant DCSs, and their respective LAs, to ensure the programme identifies and responds to the particular development needs of individual participants.</p> <p>C3.2 working with and overseeing third party CPD delivery organisations as appropriate or necessary.</p>
C4	Work collaboratively with sector bodies, LA Chief Executives and DCSs to ensure the programme avoids duplication and complements existing training and support for newly appointed DCSs.
C5	Design and develop plans to publicise the offer described in function C to newly appointed DCSs and LAs, and conduct communications activity in accordance with function A6 .
C6	Consider options for an initial assessment of potential participants' commitment and suitability for participation in the programme.
C7	Consider options for creating a development framework underpinning both functions B and C of this programme, aligning support provided through the programme with it to ensure consistency across the programme and providing recognition of participant achievement.
C8	Manage and oversee a register of programme participants and monitor participant activity, providing relevant data to DfE on a regular basis to be agreed with DfE and as and when requested by DfE.
C9	Ensure there is a coherent provision of support for newly appointed DCSs who have progressed from function B of this programme, and provision for newly appointed DCSs who have progressed into the role through traditional routes.
C10	Ensure training and development is accessible to participants across England.
C11	Record data including the diversity of all applicants in regard to the 9 protected characteristics of the Equality Act 2010.

<p>D: Governance – a robust approach to programme management, security of data and quality assurance of the programme</p>	<p>The supplier will be required to collect management information on the programme to support its own continuous improvement. It will also be required to collect and supply information for other relevant organisations, including DfE, the National Audit Office, and any appointed evaluation contractor.</p> <p>The supplier will ensure that the collection, transfer and storage of this information complies with relevant statutory requirements, including the General Data Protection Regulation (GDPR). You will submit a security plan that explains how you will ensure that any DfE and personal data will be protected.</p> <p>The supplier will be required to contribute to, and participate in, regular reporting of management information as outlined in this ITT pack, including, but not limited to, recruitment and performance data, marketing activity and financial spend.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>D1 Have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency.</p> <p>D2 Ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of the programme.</p> <p>D3 Develop, implement and progressively refine robust yet responsive programme management arrangements to ensure timely and effective delivery:</p> <p style="padding-left: 40px;">D3.1 Against the objectives and aims set out in this ITT;</p> <p style="padding-left: 40px;">D3.2 Against the proposal submitted by the supplier in response to this ITT;</p> <p style="padding-left: 40px;">D3.3 Against the implementation and delivery plans produced and developed by the supplier; and</p> <p style="padding-left: 40px;">D3.4 Of all services, deliverables and outputs contained or otherwise implicit within the contract between the supplier and DfE, including any subsequent amendments or variations. concluded</p> <p>D4 Provide an evaluation plan which explains:</p> <p style="padding-left: 40px;">D4.1 How and which management information and data will be collected;</p>
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	<p>D4.2 How the programme will be evaluated against the programme objectives and aims set out in section 2 of this document, and any such further programme objectives as may from time to time be specified by DfE;</p> <p>and at all times support, cooperate fully with, and provide such management information as may be required to meet the needs of DfE, the National Audit Office, and any independent evaluation contractor appointed by DfE.</p>
D5	Develop, agree with DfE and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement.
D6	<p>Share knowledge acquired during the contract term:</p> <p>D6.1 With DfE to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach;</p> <p>D6.2 If so requested by DfE, with other suppliers delivering similar programmes on DfE's behalf; and</p> <p>D6.3 Subject to DfE approval or if so requested by DfE, with other internal and external stakeholders, including (but not limited to) within the context of programme meetings and through the medium of presentations linked to findings of the programme.</p>
D7	Manage subcontracts with third party suppliers.
D8	Quality assure CPD material and delivery by partners and/or subcontractors.
D9	<p>Handle all data in accordance with government best practice, and in particular:</p> <p>D9.1 Provide a security plan that explains departmental or personal data will be protected;</p> <p>D9.2 Collect a series of data on participants and their status during the Future Leaders Programme for DCSs at individual and employer level;</p> <p>D9.3 Ensure any data or management information transferred to DfE or employers is done so in an agreed government secure method;</p> <p>D9.4 Make available to DfE any item of data in the supplier's possession within 24 hours of written request;</p> <p>D9.5 Provide to DfE all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional</p>

	<p>convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to DfE; and</p> <p>D9.6 Take appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), including the inclusion of specific statements (on which DfE will advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data.</p> <p>D10 In the event that the services provided include digital delivery, register with and at all times remain compliant with the Cyber Essentials Scheme, including the requirements for basic technical protection from cyberattacks.</p> <p>The supplier should also set out in detail:</p> <p>D11 The management approach for the delivery of the Future Leaders Programme for DCSs.</p> <p>D12 The proposed management and governance structure for delivery of the Future Leaders Programme for DCSs including the responsibilities and experience of different organisations/consortium members, how they will work together, and who will lead the consortium (if applicable), including evidence of previous experience/expertise in:</p> <p>D12.1 Leading consortia; and</p> <p>D12.2 Developing and/or delivering leadership and management training programmes for senior system leaders.</p> <p>D13 An effective approach to managing potential conflicts of interest.</p> <p>D14 Confidentiality agreements that will be in place with consortium members and sub-contractors (if applicable).</p> <p>D15 How the programme will be effectively and efficiently organised and managed, and the relationship between the key strands of activities planned (an illustration would be helpful showing the key leads within the organisation/consortium and their responsibilities within the delivery of the Future Leaders Programme for DCSs).</p> <p>D16 Key operational and strategic posts, the rationale for these posts and the skills required to undertake those functions (with a CV for each key person attached as an annex using no more than one side of A4 paper, in no less than 12 point Arial font).</p>
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	<p>D17 How CPD activity carried out by Partners and/or Subcontractors will be quality assured.</p> <p>D18 How feedback gathered from quality assurance activity will be used to improve delivery of the programme.</p>
<p>E: Risk management, reporting and delivery against key performance indicators (KPIs)</p>	<p>The supplier will be required to comply with all elements of this specification, its delivery proposal for the programme in the form agreed by DfE, the terms and conditions of the contract, and the agreed KPIs for the programme. It will be required to continually monitor and regularly report on progress against these; on risks to and issues affecting the successful delivery of programme objectives; on progress against the agreed implementation plan, high-level delivery plan and detailed delivery plans; and on programme finances. It will be required to attend service monitoring meetings on a monthly basis, or as agreed with DfE. The supplier will be required to work with DfE to meet contract management objectives. It should also deliver to DfE within three months of the effective date, and thereafter keep updated, an exit plan and a transfer of subcontractor undertakings plan.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>E1 Ensure that day-to-day operational management of the programme, both at design and delivery stages, are of an excellent quality and are conducted professionally against agreed ways of working and standards of behaviour by building a collaborative working relationship between the Supplier and DfE.</p> <p>E2 Have robust management controls and management information to provide a comprehensive view of actual progress of delivery against an agreed plan with supporting evidence as necessary.</p> <p>E3 Ensure potential problems are identified as early as possible so that corrective actions can be taken to keep delivery on track.</p> <p>E4 Obtain DfE approval for a plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage in order to restore progress back to plan.</p> <p>E5 Put in place clear internal governance arrangements that allow for rapid and effective decision making and the escalation of issues requiring resolution, and provide DfE with a copy of the same (and any revisions).</p> <p>E6 Work with DfE to agree key delivery KPIs once the programme has been designed, including reaching agreement on design questions such as participant numbers.</p> <p>The supplier should also set out in detail:</p>

	<p>E7 Project management and reporting arrangements and how they relate to effective governance of the work by DfE.</p> <p>E8 An outline plan to show how key project milestones will be met.</p> <p>E9 A project plan outlining critical activities to be undertaken to achieve each milestone, the resource required to do so and, if they work as a consortium, which members of it (and stakeholders where appropriate) will lead to achieve it.</p> <p>E10 How they will effectively resource this contract, outlining proposed staffing and management structure.</p> <p>E11 A risk register – defining specific risks or issues in delivering the proposal, and describing mitigations and contingencies:</p> <p>E11.1 How they will ensure potential problems are identified and escalated as early as possible so that corrective actions can be taken to keep delivery on track.</p> <p>E11.2 A plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage against plan in order to restore progress back to plan;</p> <p>E12 How DfE will be provided with management and performance information.</p> <p>E13 How they will provide a comprehensive view of actual progress of delivery against the plan with supporting evidence as necessary, including setting out appropriate attendance of any subcontractors at review meetings, board meetings and other reporting/update meetings.</p>
F: End of contract	<p>The supplier will be required to ensure that there is a formal closure procedure and have an exit strategy in place for handover of the system, if required.</p> <p>Detailed requirements:</p> <p>The supplier will show:</p> <p>F1 A clear plan for formal project closure including any Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) arrangement where required.</p> <p>F2 A clear exit strategy for handover, if required, of all aspects of the service in approximately March 2023 to new provider or organisation and DfE. a</p>

	<p>F3 A clear exit plan for engagement with LAs and participants on the programme including outstanding training, results and/or feedback as appropriate.</p> <p>F4 The methodology for presenting all evaluation material from the contract into a final report for DfE.</p> <p>F5 A clear summary of outputs (including participation), lessons learned and outstanding issues arising during the contract.</p>
G: KPIs (KPIs)	<p>The supplier will be required to propose and agree with DfE measurable KPIs. It will be required to propose a clear set of ambitious and achievable KPIs, and demonstrate commitment to monitor and report on progress towards them. It will also be required to agree to put at risk a proportion of the the annual delivery costs, which shall be agreed with DfE, against the non or under-achievement of the KPIs.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>G1 Propose KPIs (KPIs) which meet the requirements outlined in section 4, functions A-F and H of this document, and:</p> <p>G1.1 clearly outline the expected outcomes/outputs to be achieved each performance reporting year for the duration of the contract.</p> <p>G2 Commit to meeting any and all KPIs proposed in their bid and agreed with DfE.</p> <p>G3 Agree to put at risk a proportion of the annual delivery costs, which shall be agreed with DfE, against the non or under-achievement of the KPIs.</p>
H: Costs and value for money	<p>The supplier will be required to deliver the Future Leaders Programme for DCSs for a duration of 3 years within the approximate budget of £3.2 million (including VAT), detailed in paragraph 6.1 of this document, reaching an estimated 55 participants per year and offering value for money. It will be required to present a cost profile demonstrating planned costs against budget headings specified in paragraph 6.6 of this document, and to monitor, report and review programme delivery costs through the life of the programme.</p> <p>Detailed requirements:</p> <p>The supplier will:</p>

	<p>H1 Present within their bid a table that demonstrates costs against each of functions A to D:</p> <p>H1.1 clearly presenting a price based on current expectations, set up, and running costs up to the value of this contract.</p> <p>H1.2 clearly presenting costs per participant (DfE's assumption is that delivery costs per participant will vary dependent upon the training delivery model).</p> <p>H1.3 clearly presenting costs on a monthly basis, including project management and professional time, workshop venues, cost for materials, and travel and subsistence etc. as appropriate. It should be made clear who will receive travel and subsistence under their contract conditions and that are outside standard running costs.</p> <p>H2 Deliver the Future Leaders Programme for DCSs for a duration of 3 years within the approximated budget of £3.2 million (including VAT), to reach an estimated 55 participants per year and offer the best value for money. The supplier will also:</p> <p>H2.1 show how the programme offers the best value for money, within the set budget, against the requirements set, showing rationale and clearly evidenced costs calculations including the costs of:</p> <p>H2.1.1 engaging the sector;</p> <p>H2.1.2 developing the CPD offer;</p> <p>H2.1.3 each participant completing the CPD offer.</p> <p>H3 Monitor and evaluate the programme delivery costs, and:</p> <p>H3.1 present clear plans within their bid for how they will record and report where costs may increase/decrease and their potential impact on delivery.</p> <p>H3.2 present clear plans to review running costs, delivery numbers and implement spend and delivery plan changes for the Contract Period.</p> <p>H4 Manage payment arrangements with third party suppliers.</p>
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	H5	Prepare options about the longer term sustainability of the programme by considering options for LA contributions.
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5. PROGRAMME TIMESCALES

- 5.1. It is imperative that the supplier is in a position to develop, recruit to and deliver the programme for commencement of delivery in **March 2020**. The supplier will need to evidence that it will be able to work flexibly to find innovative solutions to meet these timescales.
- 5.2. The table below shows the indicative programme timings, which may be subject to change.

Table 2: Indicative programme timeline

Output	Date
Contract start	03 2020
Set-up phase	03 2020
Implementation plan and delivery plan provided to DfE	04 2020
Exit plan developed and provided to DfE	04 2020
First contract management meeting	04 2020
Delivery starts	06 2020
Provision of first management information and reporting data	06 2020
Break clause	03 2021
Initial contract ends	03 2023

6. FINANCE, VALUE FOR MONEY AND COMPLIANCE

- 6.1. The approximate budget is up to **£3.2 million** (inc VAT) in the initial Contract Period, which shall run from **March 2020** to **March 2023**.
- 6.2. Table 3 includes an indicative profile of funding to support the delivery of the programme to March 2023; funding is committed to 2020-2021 only, and the break Clause will be enacted in **March 2021** should further funding and approval not be in place.

Table 3: Indicative programme funding

	2019-2020	2020-2021	2021-2022	2022-23	Total possible
Profile (incl. VAT)	£0.2m	£1m	£1m	£1m	£3.2m

- 6.3. The funding outlined above represents the maximum contract value during the initial term. The allocations listed in 2021-22 and 2022-23 are indicative of our expectations regarding future programme funding and are not committed.
- 6.4. Bidders are welcome to specify a lower funding requirement and this will be taken into account when assessing the overall value represented by their respective bids. An exact breakdown of costs and a payment schedule will be agreed with the successful supplier.
- 6.5. DfE expects to see a fixed cap on any expected expenses. All travel and subsistence costs must be in line with DfE thresholds (available upon request).
- 6.6. DfE will have no direct role in payment management arrangements outside the sole contract with the successful supplier. Payment management arrangements between the supplier and third party suppliers will be covered within the total value of the sole contract.
- 6.7. Bidders are invited to submit their projected costs for delivering the programme by completing the attached pricing schedule (**Award Questionnaire, Annex A**) against DfE's financial year (1 April to 31 March). This should detail costs against the following budget headings:
- 6.7.1. Delivery of aspirant DCSs programme
 - 6.7.2. Delivery of newly appointed DCSs programme
 - 6.7.3. Programme design
 - 6.7.4. Leadership and management
 - 6.7.5. Advertising, marketing and communications
 - 6.7.6. Management information and evaluation
 - 6.7.7. Digital and technology
 - 6.7.8. Other costs (please provide details)
 - 6.7.9. Management fee

- 6.8. Suppliers should identify separately those costs that are fixed across the programme and those that will vary according to the number of participants in the programme.
- 6.9. The supplier will be required to supply DfE with a quarterly breakdown of expenditure incurred against each budget heading, with explanations of any variances against profile. Throughout the term, the supplier shall further be required to provide complete and accurate open-book financial and non-financial information which is sufficient to enable DfE to verify the charges already paid or payable and charges forecast to be paid during the remainder of the contract.
- 6.10. Funds allocated to a particular accounting year will be available for that accounting year only and cannot be rolled over to any subsequent accounting years. Reprofile of individual budget headings within an accounting year will be permitted, subject to satisfactory justification being supplied.
- 6.11. The supplier shall be entitled to invoice DfE monthly in arrears according to profile, save for the months of June, September, December and March, when the invoiced amount (excluding any management fee and any clawback applied) must be fully reconciled with costs incurred over the preceding three-month period. A similar reconciliation shall take place in the final month of the contract term, regardless of the month in which it falls.
- 6.12. Invoices should be submitted by email to the relevant DfE contract manager and, once approved (such approval not to be unreasonably withheld or delayed), submitted to DfE's payment services provider within 30 days of the end of the relevant invoicing date. Payments will be made by BACS transfer following receipt of a valid invoice. The successful supplier should provide details of any discounts for prompt payment.
- 6.13. VAT will be charged where applicable on elements within the agreed contract. Where the contract price agreed between DfE and the contractor is inclusive of any VAT, further amounts will not be paid by DfE should a vatable supply claim be made at any later stage.
- 6.14. The supplier must investigate VAT issues with HMRC, identify which services are exempt and which would be classified to attract VAT at the prevailing rate. The supplier shall add VAT to the price at the prevailing rate as applicable.
- 6.15. Bidders should be aware that as part of the government's commitment to efficiency controls, there are restrictions on a number of categories of expenditure, including (but not limited to):
- 6.15.1. advertising, marketing and communications (including but not limited to printing, publications, events and public relations); and
 - 6.15.2. digital and technology.
- 6.16. Full details of Cabinet Office spending controls and the categories of expenditure within scope can be found at:
gov.uk/government/collections/cabinet-office-controls#cabinet-office-spend-controls-summary. Bidders should ensure that any expenditure covered by

the controls is clearly identifiable in the cost matrix. The successful bidder will be required to work with DfE to secure appropriate clearances for all activities within scope of the controls, regardless of value.

7. KPIS

- 7.1. The Supplier will provide DfE with a set of proposed service KPIs against the programme requirements set out in **section 4 of this document**.
- 7.2. Table 4 is an example template. Bidders can enter their own template for KPIs.

Table 4: KPIs template

No.	KPI Definition	Performance Reporting Year											
		1 January 2020 – 31 March 2020			1 April 2020 – 31 March 2021			1 April 2021 – 31 March 2022			1 April 2022 – 31 March 2023		
		Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied	Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied	Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied	Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied

ANNEX A: USEFUL LINKS

Document	Link
Children Act 2004	legislation.gov.uk/ukpga/2004/31/pdfs/ukpga-rbkc.gov.uk/children-and-education/practice-programme
The Practice Leader Development Programme	rbkc.gov.uk/children-and-education/practice-programme
<u>Department for Education</u> : <i>DCSs: roles and responsibilities</i>	gov.uk/government/publications/directors-of-responsibilities
<u>Department for Education</u> : <i>Statistics at DfE</i>	gov.uk/government/organisations/department-for-education/collections/statistics-at-dfe
<u>Department for Education</u> : <i>Statistics: children's social work workforce</i>	gov.uk/government/collections/statistics-childrens-social-work-workforce
<u>Department for Education</u> : <i>Statistics: special educational needs (SEN)</i>	gov.uk/government/collections/statistics-special-educational-needs-sen
<u>Department for Education</u> : <i>Social work post-qualifying standards: knowledge and skills statements</i>	gov.uk/government/publications/knowledge-and-family-social-work
<u>Ofsted</u> : <i>Inspecting LA children's services from 2018</i>	gov.uk/government/publications/inspecting-services-from-2018
<u>Ofsted</u> : <i>Children's Social Care data in England 2019</i>	gov.uk/government/statistics/childrens-social-care-data-in-england-2019
<u>Ofsted</u> : <i>The Annual Report of Her Majesty's Chief Inspector of Education, Children's Services and Skills 2017/18</i>	assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/761606/29523-Ofsted-Annual-Report-2017-18-041218.pdf
<u>Ofsted</u> : <i>Children's social care data in England 2017 to 2018: main findings</i>	gov.uk/government/publications/childrens-social-care-data-in-england-2018/childrens-social-care-data-in-england-2018-main-findings
<u>LGA</u> : <i>Action research into improvement in local children's services</i>	local.gov.uk/sites/default/files/documents/1-%20services%20improvement%20action%20plan.pdf
<u>LGA</u> : <i>Chief executives' 'must know' for children's services</i>	local.gov.uk/chief-executives-must-know-childrens-services
<u>Association of DCSs</u>	adcs.org.uk/
<u>ADCS</u> : <i>ADCS DCS Update - 2019</i>	adcs.org.uk/general-subject/article/adcs-dcs-update-2019
<u>ADCS – Virtual Staff College</u> : <i>Evaluation of the impact of the DCS Leadership Provision 2009 - 2012</i>	thestaffcollege.uk/wp-content/uploads/Evaluation-of-the-impact-of-the-DCS-Leadership-Provision-2009-2012.pdf

End of schedule 1

Schedule 2

Project Plan

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. The Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure set out in Schedule 6.
3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Commencement Date the Contractor is able to provide the Services:
 - 3.1. in accordance with the provisions of the Contract; and
 - 3.2. in a manner that maintains the continuity of Services to the DFE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.

13 Month Project Plan

[illegible]

* Delivery time has been spread over a number of weeks to cater for potential virtual delivery where sessions will be shorter but over a number of days.

3 Year Project Plan

		2020/21				2021/22				2022/23			
Ref		1	2	3	4	1	2	3	4	1	2	3	4
PLANNED ACTIVITIES													
1. Project Setup													
1.1	KPIs agreed and contract signed with DfE												
1.2	PMG formally setup and sub-contractors finalised												
1.3	Design Group setup												
1.4	Advisory group set up												
1.5	Governance group set up												
1.6	Final recruitment and office arrangements												
1.7	Communications in place												
2. Design & Testing													
2.1	Baseline analysis exercise												
2.2	Collate and assess range of development frameworks												
2.3	Aspirant Programme Design												
2.4	New DCS Programme Design												
2.5	Needs Analysis												
2.6	Repository												
3. Recruitment and application													
3.1	Analysis of DCS role												
3.2	Creation of microsite, including 'A day in the life of a DCS' video												
3.3	Final tweaking of Microsite												
3.4	Marketing campaign												
3.5	Application period												
3.6	Sifting and final selection												
3.7	Psychometric testing												
4. Programme delivery													
4.1	New DCS Programme*												
4.2	Aspirant Programme*												
5. Governance													
5.1	Governance Group meeting												
5.2	PMG Meeting												
5.3	Covdi-19 Reviews												
6. Evaluation													
7. Research													
7.1	Learning & Development Framework												
7.2	Leadership Development Offers												
7.3	Barriers to enter the sector												
7.4	Barriers for BAME leaders												

Schedule 3

KPIs, Service Levels and Service Credits

- 1 The objectives of the Service Levels are to:
 - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
 - 1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)

- 2 This schedule 3 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this schedule 3.

PERFORMANCE STANDARDS/MEASURES

- 4 The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period (defined within table 1).
- 5 No service credits will be applied to year 1 of this Contract (financial year 2020-21). Service credits applied to years 2 and 3 of this Contract (financial years 2021-22 and 2022-23) will be agreed by the Department and the Contractor on a schedule agreed in writing between the Contractor and the Department.
- 6 The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

CONSEQUENCES OF FAILURE TO MEET KPIS

- 7 A failure to meet at least the required performance level will be considered a "Service Failure" in respect of the KPIs set out in Table 1 below.
- 8 No service credits will be applied to year 1 of this Contract (financial year 2020-21). In

years 2 and 3 of this Contract (financial years 2021-22 and 2022-23), if performance level is a Service Failure in one or more of the KPIs listed in Table 1 in any given service period/calendar month, DfE will be entitled at its sole discretion to reduce the total amount of charges payable to the Contractor ("Service Credit") for that period/month by a proportion to be agreed between the Contractor and the Department.

Table 1: KPIs

No.	KPI Definition	Performance Reporting Year								
		1 July 2020 – 30 June 2021			1 April 2021 – 31 March 2022			1 April 2022 – 31 March 2023		
		Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied	Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied	Performance Measure/Success Factor	Monitoring Method	Performance Objective/Service Credit applied
1	Design – programme milestones	Key programme milestones achieved e.g. reference group established, learning framework developed	Programme reports	100% milestones achieved	Key programme milestones achieved e.g. programme review and redesign following year 1 feedback	Programme reports	100% milestones achieved	Key programme milestones achieved e.g. programme review and redesign following year 2 feedback	Programme reports	100% milestones achieved
2	Design - sector engagement	There is wide cross sector engagement in programme design	Number of participating organisations	Input from 100% of agreed organisations	There is wide cross sector engagement in programme initial review	Number of participating organisations	Input from 100% of agreed organisations	There is wide cross sector engagement in programme final review	Number of participating organisations	Input from 100% of agreed organisations
3a	Recruitment - Aspirant DCS applicant data	A)Number of enquiries per cohort	Recruitment microsite Website traffic Realistic job previews complete Application forms	Unique visitors to Microsite – 175+ Realistic Job Preview Survey – 44 Applications – 20 Successful applicants – 15	Number of enquiries per cohort	Recruitment microsite Website traffic Realistic job previews complete Application forms	Unique visitors to Microsite – 300+ Realistic Job Preview Survey – 75 Applications – 45 Successful applicants – 35	Number of enquiries per cohort	Recruitment microsite Website traffic Realistic job previews complete Application forms	Unique visitors to Microsite – 350+ Realistic Job Preview Survey – 85 Applications – 50 Successful applicants – 40
3b.	New DCS	B)Diversity (experience and protected characteristics) of these potential applicants C)Number of new DCSs contacted	Programme delivery records	Baseline of potential and future applicants established to identify future targeting and support 100% of new DCSs we are informed of contacted by end of 2 nd week of role	Diversity (experience and protected characteristics) of these potential applicants Number of new DCSs contacted	Programme delivery records	Target to be set following baselining activity Yr 1 100% of new DCSs we are informed of contacted by end of 2 nd week of role	Diversity (experience and protected characteristics) of these potential applicants Number of new DCSs contacted	Programme delivery records	Target to be set following baselining year 1 100% of new DCSs we are informed of contacted by end of 2 nd week of role
4	Programme - aspirant and new DCS participant data	A) Number of participants starting each cohort B) % completion rate of participants C) Diversity (experience and protected characteristics) of initial and final participants per cohort	Programme delivery records	15 aspirants 20 new DCSs 90% completion rate Baseline to be established in year 1	Number of participants starting each cohort % retention rate of participants Diversity (experience and protected characteristics) of initial and final participants	Programme delivery records	35 aspirants 20 new DCSs 92% completion rate Target to be set following baseline year 1	Number of participants starting each cohort % retention rate of participants Diversity (experience and protected characteristics) of initial and final participants	Programme delivery records	40 aspirants 20 new DCSs 92% completion rate Target to be set following baseline year 1
5	Delivery - participant reaction	Participants' experience of and knowledge gained from different aspect of programme delivery	Analysis of participant feedback forms. Forms use a 4-point rating scale to explore participants experience of and knowledge gained from the programme	90% of participants are positive about the quality of programme activities	Participants' experience of and knowledge gained from different aspects of programme activities	Analysis of participant feedback forms. Forms use a 4-point rating scale to explore participants experience of and knowledge gained from the programme	92% of participants are positive about the quality of programme activities	Participants' experience of and knowledge gained from different aspect of programme delivery	Analysis of participant feedback forms. Forms use a 4-point rating scale to explore participants experience of and knowledge gained from the programme	95% of participants are positive about the quality of programme activities
6	Delivery - participant learning	Change in participants'	Pre and post programme assessments	10% increase in average % across scores per cohort	Change in participants'	Pre and post programme assessments,	10% increase in average % across scores per cohort	Change in participants'	Pre and post programme assessments	10% increase in average % across scores per cohort

		leadership behaviours			leadership behaviours			leadership behaviours		
7	Outcomes - early impact									
	7A – all participants	A) % of participants who feel they better understand what the DCS role entails	Evaluation survey and interviews	85%	% of participants who feel they better understand what the DCS role entails	Evaluation survey and interviews	90%	% of participants who feel they better understand what the DCS role entails	Evaluation survey and interviews	92%
	7B – aspiring Directors	B) Of those that want to progress to DCS, % of participants who now feel better equipped to apply for a DCS post	Evaluation survey and interviews	85%	Of those that want to progress to DCS, % participants who now feel better equipped to apply for a DCS post	Evaluation survey and interviews	90%	Of those that want to progress to DCS, % of participants who now feel better equipped to apply for a DCS post	Evaluation survey and interviews	92%
	7C – new Directors	C) % of participants who feel well supported and able to undertake the DCS role	Evaluation survey and interviews	85%	% of participants who feel well supported and able to undertake the DCS role	Evaluation survey and interviews	90%	% of new participants who feel well supported and able to undertake the DCS role	Evaluation survey and interviews	92%
	7D – all participants	D) % of line managers who respond who think that participants have implemented learning from the programme	Evaluation survey and interviews	85%	% of line managers who respond who think that participants have implemented learning from the programme	Evaluation survey and interviews	90%	% of line managers who think that participants have implemented learning from the programme		92%
8	Outcomes - participant progression	A) Applications	Cohort tracking	Baseline data tracking	Number of aspirant programme graduates who apply for a DCS role	Annual tracking of participants (by consortia)	30% of year one cohort	Number of aspirant programme graduates who apply for a DCS role	Annual tracking of participants (by consortia)	50% of year one cohort/30% of year 2 cohort
		B)Churn of DCSs in sector	ADCS report Baseline tracking of resilience of new Directors - evaluation	Baseline tracking of resilience of new Directors	Churn of DCSs in sector	ADCS report	Determined following baseline tracking	Churn of DCSs in sector	ADCS report	For those roles where a new Director is appointed in this year, 50% of applicants reaching the final stage have completed this programme Baseline data tracking

Table 2: Service Levels

Service Level	Measure	Compliance
Reporting and Meetings	Monthly reporting: submit a monthly programme report by the third Working Day of the month, including any exception events within this report.	100% - DFE monitoring
	Contractor meetings – monthly	
	Development and operations meetings – as required	
Administration/Communication	In delivering the Services offer a responsive and supportive service to participants and their facilitators. Respond to 100% of queries and correspondence within 3 Working Days of receipt.	
Finance	Ensure that invoices are submitted to DFE within 10 Working Days of the end of the relevant charging period/completion of the activity	
Commercial Management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DFE within 3 Working Days.	
Records and questionnaires	Ensure that all records are maintained and kept up to date throughout the term of this Contract. Records must be updated within 5 Working Days of a request being made or an event taking place (subject to system availability).	
	Support the DFE to ensure appropriate questionnaires are completed throughout the term of this Contract.	
Delivery	Supply appropriate equipment to support the delivery of the Services at any face to face events.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT should be adequate and meet the minimum specification of the course.	
	Refreshments must be provided and where overnight accommodation is required the facilities must comply with the venue specification.	
Evaluation	Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction, learning outcomes, improvements in schools/school systems, and the commissioning of impact studies.	

Financials

Summary of annual costs (adjusted for new timeline)

YEAR	COSTS		
	NET	VAT	TOTAL
2020/21	£913,290	£182,658	£1,095,948.00
2021/22	£1,220,235	£244,047	£1,464,282.00
2022/23	£960,578	£192,115.60	£1,152,693.60

Please note that costs for year 1 of the programme (before break clause) are £1,172,947 + VAT.

[illegible]

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 7 Invoices shall be sent, within 30 days of the end of the relevant month, to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ, or via email to the Contract Manager, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the Contract; is for the correct sum; in respect of goods/services supplied or delivered); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 Working Days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 8 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

- 9** If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 10** On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 60 days after the date of completion of the Service.
- 11** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified in Schedule 1.
- 12** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 4

Schedule 5

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Jo Davidson	Programme Director and Principal of The Staff College	Full term of contract
David Tilbrook	Programme Manager and Operations Manager of The Staff College	Full term of contract
TBC	Project Manager	Full term of contract

Key Sub-Contractors

The Contractor may sub-contract its obligations under the Contract to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	[Sub-contract Price expressed as a percentage of total projected Charges over term]	Role in delivery of the Services
Skills for Care	West Gate, Grace Street, Leeds, LS1 2RP 3866683	Consortium partner	15%	Consortium partner – involved in design, delivery and research
Institute for Public Care	Headington Campus, Gipsy Lane, Oxford, OX3 0BP 2299189	Consortium partner	15%	Consortium partner – involved in design, delivery and research
Gatenby Sanderson	14 King Street, Leeds, West Yorkshire, LS1 2HL 04451141	Consortium partner	10%	Consortium partner – involved in design, delivery and recruitment

Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Contract Manager and the Contactor's Contract Manager.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Subject to paragraphs 1 and 2 above, either Party may request a variation to the Contract (**Variation**) provided that such Variation does not amount to a material change.
4. The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with Clause 25.
6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
7. The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
8. The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
9. The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

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

Variation Requested	
Originator of Variation (tick as appropriate)	DFE Contractor
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	

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

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

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

To be entered by the Commercial department:

Commercial Contact		Reference Number	
Date received		EC Reference	

Schedule 7

Data, Systems Handling and Security

Definitions

"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA"	Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	shall have the meanings given in the GDPR;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)

“Law”

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply; Law Enforcement Directive (Directive (EU) 2016/680)

“LED”

“Processor Personnel”

employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.

“Protective Measures”

appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.

“Sub-processor”

any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 8 Annex 2. The only processing that the Processor is authorised to do is listed in Schedule 8 Annex 2 by the Controller and may not be determined by the Processor

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

- (a) process that Personal Data only in accordance with Schedule 8 Annex 2 , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is

transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

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

1.5 Subject to Clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under Clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;

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

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

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

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

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

Schedule 7a

Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are: Dan Racher, dan.racher@education.gov.uk
2. The contact details of the Processor's Data Protection Officer are: David Tilbrook, david.tilbrook@thestaffcollege.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor in accordance with Clause 17.1.
Subject matter of the processing	<p>The processing is needed in order to ensure that the Processor can effectively deliver the contract against the aims of the Future Leaders Programme for Directors of Children's Services.</p> <p>The Future Leaders Programme for Director's of Children's Services is a leadership development programme, with the aim of attracting and nurturing talented leaders so that they have the behaviours, skills and capacities to become successful system leaders across the breadth of the DCS role. It has a core focus on preparing and supporting aspiring and newly appointed DCSs for collaborative system leadership.</p>
Duration of the processing	<p>The Contractor's data retention policies and practices will conform to legal and statutory obligations.</p> <p>The longest data will be processed for is the lifetime of this Contract (to 31 March 2023) plus 6 months, unless there is any statutory/legal requirement for a longer timeframe. For example, HMRC require payroll records to be kept for 3 years from the end of the tax year to which they relate for those who leave an organisation.</p>

<p>Nature and purposes of the processing</p>	<p>The wide ranging work of the Future Leaders Programme means the nature of processing will involve many aspects, including:</p> <p>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The purpose of processing within the context of the Future Leaders Programme includes:</p> <p>Employment processing, statutory obligation, recruitment assessment, bill payment, marketing, registration/subscription, activity delivery, evaluation, crime prevention, performance management and reporting.</p>
<p>Type of Personal Data</p>	<p>Many types of personal data will be collected during Future Leaders Programme activities. These will include:</p> <p>Name, address, date of birth, National Insurance number, telephone number, email address, education and employment history, qualifications, bank details, pay and pension (including tax details), medical, convictions, images, photo proof of identification.</p>
<p>Categories of Data Subject</p>	<p>The work of the Future Leaders Programme will involve a number of categories of data subject, namely:</p> <p>Staff (including volunteers and associates), customers/clients/sub-contractors, suppliers, programme participants, members of the public, complainants and enquirers, representatives of other organisations, individuals captured by closed-circuit television images, users of Future Leaders Programme websites</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will not be kept any longer than is necessary, but will be held for as long as required by any statutory/legal requirement.</p> <p>Data that has been specifically collected and consent given in relation to Future Leaders Programme activities will be returned or destroyed within 6 months of this Contract being complete and not re-awarded, as appropriate to its purpose for collection. This will be done using industry standard measures, i.e. electronic erasure and correct destruction of physical copies.</p>

Schedule 8

Security Schedule

Departmental Security Standards for Business Services and ICT Contracts

<p>“BPSS”</p> <p>“Baseline Personnel Security Standard”</p>	<p>means the Government’s HMG Baseline Personal Security Standard . Further information can be found at:</p> <p>https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC”</p> <p>“Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC’s standards.</p> <p>See website:</p> <p>https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP”</p> <p>“Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website:</p> <p>https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“CPA”</p> <p>“Commercial Product Assurance”</p> <p>[formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards.. See website:</p> <p>https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</p>
<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers:</p> <p>https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive</p>	<p>shall have the meanings given to those terms by the Data Protection Act 2018</p>

Processing" "Data Subject", "Process" and "Processing"	
"Department's Data" "Department's Information"	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"DfE" "Department"	means the Department for Education
"Departmental Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
"Digital Marketplace / G-Cloud"	means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
End User Devices	means the personal computer or consumer devices that store or process information.
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

<p>“GSC”</p> <p>“GSCP”</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>“HMG”</p>	<p>means Her Majesty’s Government</p>
<p>“ICT”</p>	<p>means Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity</p>
<p>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	<p>means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.</p>
<p>“Need-to-Know”</p>	<p>means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>
<p>“NCSC”</p>	<p>The National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk</p>
<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>means Role Based Access Control. A method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>

<p>“Storage Area Network”</p> <p>“SAN”</p>	<p>means an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“Senior Information Risk Owner”</p> <p>“SIRO”</p>	<p>means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arms length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework</p>

- 12.1. The Contractor shall be aware of and comply the relevant HMG security policy framework, NCSC guidelines and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 12.2. Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.
- 12.3 Where Clause 12.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 12.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 12.5 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with Clause 12.14.
- 12.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 12.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC).
- 12.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
- physical security controls;
 - good industry standard policies and processes;
 - malware protection;
 - boundary access controls including firewalls;
 - maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - user access controls, and;
 - the creation and retention of audit logs of system, application and security events.
- 12.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

- 12.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
- 12.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at:
<https://www.ncsc.gov.uk/guidance/end-user-device-security> and
<https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 12.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 12.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This Clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 12.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with Clause 12.15.

- 12.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- (Guidance: Where there is no acceptable secure sanitisation method available for a piece of equipment, or it is not possible to sanitise the equipment due to an irrecoverable technical defect, the storage media involved shall be destroyed using an HMG approved method described at <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>.)
- (Guidance: Further advice on appropriate destruction and disposal methods for physical and hardcopy documents can be found at: <https://www.cpni.gov.uk/secure-destruction>)
- (Guidance: The term 'accounted for' means that assets and documents retained, disposed of or destroyed should be listed and provided to the department as proof of compliance to this Clause.)

- 12.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.

- (Guidance: Further details of the requirements for HMG BPSS clearance are available on the website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>)
- (Guidance: Further details of the requirements for National Security Vetting, if deemed necessary for this contract are available at: <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

- 12.17 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 12.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 12.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department's nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 12.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 12.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 12.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the Clauses contained in this Section.
- 12.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 12.24 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
- Compliance with HMG Minimum Cyber Security Standard.
 - Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.

12.25 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

End of Department's Security Standards Clause

Schedule 9

Commercially Sensitive Information

1. Schedule 4 Table 2

