**This contract is made on 29 day of September 2017**

1 THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("**DFE**"), and

2 The University of East Anglia of Norwich Research Park, Norwich NR4 7TJ (the “**Contractor**”) each a “**Party**” and together the “**Parties**”.

**It is agreed that:**

1. this contract, together with the attached schedules and annexes, collectively form the "**Contract**"; and
2. if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:

(a) schedule 2 (Terms and Conditions);

(b) schedule 1 (Specification);

(c) schedules 3 to 9; and

(d) schedule 10 (Contractor’s Solution).

The Contract has been executed on the date stated at the beginning of this page.

|  |  |
| --- | --- |
| **SIGNED by the CONTRACTOR acting by**  **Authorised Signatory**  **In the presence of**  **Witness signature**  **Occupation**  **Address**  **Date**  **SIGNED by DFE acting by**  **Position**  **in the presence of**  **Witness signature**  **Occupation**  **Address**  **Date** |  |

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**The Specification**

1. The Department for Education (the Department / DfE). has responsibility for :

* Teaching and learning for children in the early years and in primary school
* Teaching and learning for young people under the age of 19 years in secondary schools and in further education
* Supporting professionals who work with children and young people
* Helping disadvantaged children and young people to achieve more, making sure that local services protect and support children

2. The Children and Families Act (2014) gave educational psychologists an extended remit to work with children and young people 0-25 years including young offenders. It also placed a statutory duty on the profession, to provide psychological input into the new Education, Health and Care (EHC) plans.

3. The training provider will train 10 DfE funded educational psychology trainees within the East of England (Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk and Suffolk[[1]](#footnote-1)) starting in September / October 2018 to provide a flow of newly qualified educational psychologists to the workforce in the region. The training provider must be in a position to begin recruitment to the course via a central recruitment system run by the Association of Educational Psychology in the Autumn of 2017.

4. The training will be at Health and Care Professions Council (HCPC) or equivalent accredited doctorate level for initial training for educational psychologists (ITEP). The programme will run on a three year cycle, and include university based training and practice placements with a senior educational psychologist.

5. The training provider will be expected to work with local educational psychology services within the East of England to find supported placements for all trainees to ensure they meet HCPC standards of proficiency.

6. The current training has a strong reputation in the market as the only post graduate, initial training route for the educational psychology profession. The training provider will maintain the high quality of ITEP and develop the programme further so it adapts to meet the needs of employers of psychological services to children and young people.

7.

8. The training provider will be responsible for the delivery of the programme which includes but is not limited to:

* Recruitment of 10 trainees
* Delivery and management of the training course to all trainees
* Management of trainees
* Sourcing of employers for Practice Placements
* Distribution of Bursaries

9. This contract will be for an initial period (Initial Term) of 47 months from 2 October 2017 to the 31st August 2021, one academic year intake with recruitment commencing October 2017 and delivery concluding August 2021 and an exit period of two calendar months at the contract end, with an option to extend for a intake in 2019.

10. DFE reserves the right in its absolute discretion to extend the contract for a further 12 months, to provide for an intake in 2019. This decision will be subject to satisfactory contractor performance, Government support and funding. Funding for any further intakes beyond 2018 is subject to the Secretary Of State spending priorities and therefore the DFE is unable to commit to funding any intakes which begin after 2018 at this stage.

11. DFE reserves the right to terminate the contract should funding be withdrawn, changed or there is a significant change in government policy relating to the programme delivery and outputs required as part of this contract, by giving notice to be agreed.

12. DFE may in the future also advertise for further contracting opportunites for the recruitment and delivery of intakes from 2019 and beyond (Subject to Ministerial Approval and continued Government support and funding). Recruitment to these intakes would start in the autumn of 2018, to begin training in September 2019 and finishing in August 2022.

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**1. DEFINITIONS AND INTERPRETATION**

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

**“Area”** means the geographical area within England in respect of which the Contractor is appointed to provide the Services.

**“Associated Company”** means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

**“Bursary”** means Tax free sums paid to first year Trainees successfully enrolled on the course administered by the Contractor in accordance with Schedule 3.

**“Business Days”** means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

**“CCN”** means a Change Control Note in the form set out in schedule 6.

**“Charges”** means the fees subject to clause 8 payable to the Contractor for the provision of the Services calculated in accordance with schedule 3.

**“Commercially Sensitive Information”** means the information set out in schedule 1 comprising the information of a commercially sensitive nature relating to:

(a) the Price;

(b) details of the Contractor’s Intellectual Property Rights; and

(c) the Contractor’s business and investment plans

which the Contractor has indicated to DFE that, if disclosed by the Authority, would cause DFE significant commercial disadvantage or material financial loss.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure;

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information.

**“Consortium”** means an [association](https://en.wikipedia.org/wiki/Voluntary_association) of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

**“Consortium Agreement**” means, if the Contractor is a Consortium, an agreement:

(a) signed by all the Consortium Members as at the Effective Date; and

(b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

**“Consortium Member”** means a member of a Consortium (if any).

**“Contractor Equipment”** means the Contractor’s ICT equipment.

**“Contractor’s Solution”** means the Contractor’s proposal submitted in response to the DFE’s invitation to tender attached at schedule 10.

“**Copyright**” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**Crown**” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “**Crown Body**” is an emanation of the foregoing.

“**Database Rights**” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Deed of Adherence”** means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement in either the form set out in schedule 10 or in any other form approved by DFE in writing.

**“Default”** means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

**“DFE Premises”** means any premises owned by, leased or hired to or otherwise controlled by DFE or which DFE nominates as such by notice in writing to the Contractor.

**“DFE Security Standards”** means the security standards as set out in schedule 8.

**“DFE Trade Marks”** means proprietary trade mark rights of DFE including those notified to the Contractor by DFE from time to time.

**"Dispute"** means any dispute between the Parties in connection with the Contract.

**“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**“DPA”** means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

**“Effective Date”** means 1st September 2017.

**“EIR”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them.

**“Employment Liabilities”** means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

(a) the employment and dismissal of employees (including their health and safety at work); and

(b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

**“FOIA”** means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

**“Force Majeure”** means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

(a) any industrial action occurring within the Contractor’s or any of its Sub-Contractor’s organisation, or otherwise involving the Personnel; or

(b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract.

**“General Anti-Abuse Rule”** means:

(a) the legislation in Part 5 of the Finance Act 2013; and

(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

**“Good Industry Practice”** means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**“HCPC”** The Healthcare and Professions Council

“**HMRC**” means Her Majesty’s Revenue and Customs.

**“ICT”** means information and communications technology.

**“Implementation Plan”** means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in schedule 5 as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time.

**“Initial Term”** means the period from the Effective Date to the 31 August 2021.

**“Intellectual Property Rights”** means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“IP Materials”** means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

**“KPIs”** means the key performance indicators in relation to the Services set out in schedule 4 which the Contractor shall comply with.

**“Key Personnel”** means any of the Personnel identified as such in schedule 7 or otherwise identified as such by DFE pursuant to clause 6.

**“Key Sub-Contractor”** means any Sub-Contractor identified as such in schedule 7 or otherwise identified as such by DFE.

**“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the DFE would otherwise derive from:

(a) a substantial portion of the Contract; or

(b) any of the obligations set out in clauses 9, 10, 12, 15, 17 and 33 and in schedule 8.

**“NICs”** means National Insurance Contributions.

**“Occasion of Tax Non-Compliance”** means:

(a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

(i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

(ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

**“Trainees”** means the individual trainees taking part in the Programme

“**Performance Measures/Standards**” means the standards which the Contractor will measured against in respect of the delivery of the Services aligned to defined Key Performance Indicators (KPIs)

**“Personnel”** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**“Programme”** means the DFE programme identified and described in more detail in the Requirement

**“Prohibited Act”** means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the DFE a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;

(ii) under legislation or common law concerning fraudulent acts; or

(iii) the defrauding, attempting to defraud or conspiring to defraud the DFE;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**“Project/Contract Manager”** the Contractor or the DFE project/contract manager responsible for managing the Contract.

**“Quality Standards”** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

**“Regulations”** means the Public Contract Regulations 2015.

**“Regulatory Body”** means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the DFE.

**“Relevant Conviction”** means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

**“Relevant Requirements”** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**“Relevant Tax Authority”** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

**“Replacement Contractor”** means any third party supplier appointed by the DFE to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.

**“Request for Information”** means a request for information under the FOIA or the EIR.

**“Requirement”** means the description of Services and the manner in which the same are to be provided, set out in Schedule 1

“**Restricted Country**” means:

a) any country outside the European Economic Area; and

b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC

**“Returning Employees”** means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**“Services”** means the services described in the Specification.

**“Services Commencement Date”** means 1st September 2017.

**“Service Credits”** means the service credits specified in schedule 4 which shall be payable to the DFE by the Contractor in the event that the Service Levels are not met in respect of Services.

**“Service Level”** means the levels of Service defined in schedule 4.

**“Service Period”** means the following:

(a) the first Service Period of the Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and

(b) after the first Service Period of the Contract a Service Period shall be a calendar month during the Contract save that the final Service Period of the Contract shall commence on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

**“Service Users”** means those receiving the Services.

**“Specification”** means the description of the Services to be supplied under the Contract set out in schedule 1.

**“Staff”** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**“Sub-Contract”** means a contract between 2 or more suppliers, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and “**Sub-Contractor**” shall be construed accordingly.

**“Term”** means the period from the Effective Date until the date the Contract ends for whatever reason.

**“TFEU”** means the Treaty on the Functioning of the European Union.

“**Treaties**” means the TFEU and the Treaty on European Union.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“Variation”** means any variation to the Contract requiring a Change Control Note to be completed in accordance with schedule 6.

* 1. The following notes of construction and interpretation apply to the Contract:
     1. references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
     2. the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
     3. the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
     4. the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
     5. any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
     6. the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
     7. the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.

**2. TERM**

2.1 The Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or extension set out in this clause 2, will terminate at the end of the Initial Term.

2.2 DFE may in its absolute discretion extend the term of the Contract from the expiry of the Initial Term up to a maximum of 12 months (“the Extended Period””) to provide for an additional intake of Trainees by giving not less than [3][[2]](#footnote-2) months’ written notice to the Contractor prior to the expiry of the Initial Term.

**3.** **THE SERVICES**

3.1 The Contractor shall provide the Services in the Area in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.

3.2 The DFE may appoint other Contractors for the Services in the Area.

3.3 The Contractor shall, in performing its obligations under the Contract:

3.3.1 conform to the requirements of the Specification and the Contractor’s Solution or as otherwise agreed in writing between the Parties;

3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the DFE specified by the DFE from time to time;

3.3.3 comply with Good Industry Practice;

3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;

3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;

3.3.6 comply with the KPIs, Service Levels and Service Credit requirements set out in schedule 4;

3.3.7 comply with the Implementation Plan;

3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by the DFE from time to time within 14 days of the same being brought to the attention of the Contractor by the  DFE;

* + 1. comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
    2. comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of the DFE, the Service Users and all other persons including members of the public; and
    3. comply with all safety, security, acceptable use and other policies of the DFE from time to time notified to it and procure that the Personnel also comply.

3.4 The DFE may provide data and materials to the Contractor and access to systems for the purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.

* 1. All equipment and other property brought onto DFE Premises shall be at the Contractor’s own risk and the DFE shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of the DFE.
  2. Any land or DFE Premises made available from time to time to the Contractor by the DFE in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or DFE Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such land or DFE Premises was made available.
  3. The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the DFE retains the right at any time to use any DFE Premises in any manner.

**4. CONSORTIA**

4.1 If the Contractor is a Consortium it shall comply with the terms of this clause 4.

4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.

4.3 No new person or entity may become a Consortium Member until:

4.3.1 the DFE has given its prior written consent to the new Consortium Member;

4.3.2 the new Consortium Member has signed a Deed of Adherence; and

4.3.3 a copy of the Deed of Adherence has been given to the DFE.

4.4 The Contractor shall promptly inform the DFE if and how any Consortium Member breaches the terms of the Consortium Agreement.

**5. TRANSFER AND SUB-CONTRACTING**

5.1 Save as set out in this clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a “**Transfer**”) without the prior written consent of the DFE.

5.2 If the DFE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.

5.3 The Contractor may award Sub-Contracts with a value per annum not exceeding £10,000 without the DFE’s consent.

5.4 Where the DFE has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of the DFE, be sent by the Contractor to the DFE as soon as reasonably practicable.

5.5 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DFE's prior written consent.

5.6 The DFE may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to the DFE’s right of termination pursuant to clause 23 unless the Sub-Contractor can remedy the breach to the DFE’s satisfaction within 21 days of receipt by the Contractor of written notice from the DFE requiring the Sub-Contract to be terminated.

5.7 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

5.8 If the DfE believes there are:

5.8.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or

5.8.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

**6. PERSONNEL**

6.1 The DFE may refuse admission to DFE Premises and/or direct the Contractor to end the involvement in the Services of any Personnel whom the DFE believes is a security risk.

6.2 If the DFE require the removal of any Personnel pursuant to clause 8.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor’s cost.

6.3 The Contractor shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.

6.4 The Contractor shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without the DFE's prior written consent.

6.5 For each of the Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the DFE owes a special duty of care the Contractor shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Contractor shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

6.6 The Contractor acknowledges that Key Personnel and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel and Key Sub-Contractors listed in schedule 7 as at the Effective Date.

6.7 Key Personnel shall not be released from supplying the Services without the DFE’s consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.

6.8 Any replacements of Key Personnel 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.

6.9 The DFE shall not unreasonably withhold consent under clauses 6.7 or 6.8. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Personnel or Key Sub-Contractors.

6.10 DFE may require the Contractor to remove any Key Personnel who the DFE considers in any respect unsatisfactory.

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

6.12 Except in respect of any transfer of staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

**7. TUPE**

7.1 No later than 6 Months prior to the end of the Term the Contractor shall fully and accurately disclose to the DFE, within 30 days of the request, all information that the DFE may reasonably request in relation to the Staff including the following:

7.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;

7.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.1.1;

7.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 7.1.1, their job titles and qualifications;

7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and

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

(together the **“TUPE Information”**).

7.2 At intervals determined by the DFE (which shall not be more frequent than once every 30 days) the Contractor shall give the DFE updated TUPE Information.

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

7.4 The DFE may use TUPE Information for the purposes of any retendering process.

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

7.5.1 the provision of TUPE Information;

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

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

7.5.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

7.5.5 any claim by any person who is transferred by the Contractor to the DFE and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

7.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the DFE and provide the DFE with up to date TUPE Information.

7.7 This clause 7 applies during the Term and indefinitely thereafter.

7.8 The Contractor undertakes to the DFE that, during the 12 Months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DFE (such approval not to be unreasonably withheld or delayed):

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

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

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

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

**8. CHARGES**

8.1 Except where otherwise expressly stated in the Contract, and except for the Bursary, the only payments to be paid by the DFE for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.

8.2 In consideration for the provision of the Services the DFE shall pay the Charges in accordance with the schedule 3 subject to the receipt of correct invoices pursuant to clause 8.7 being issued by the Contractor.

8.3 Except where otherwise expressly stated in schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in schedule 3 throughout the Term.

8.4 The Charges are exclusive of Value Added Tax (**“VAT”**) and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the DFE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.

8.5 Payment of the Charges by the DFE shall be without prejudice to any rights the DFE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the DFE by reason of such payment.

8.6 The DFE may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.

8.7 Invoices shall be submitted to [APinvoices-DFE-U@sscl.gse.gov.uk](mailto:APinvoices-DFE-U@sscl.gse.gov.uk) and/or sent, within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. An invoice is a **“Valid Invoice”** if it is legible and includes:

8.7.1 the date of the invoice;

8.7.2 Contractor’s full name and address;

8.7.3 Contract Record **RD1000706**

8.7.4 the charging period;

8.7.5 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);

8.7.6 days and times worked (if applicable);

8.7.7 Service Credits (if applicable); and

8.7.8 VAT if applicable.

8.8 The DFE shall not pay an invoice which is not a Valid Invoice.

8.9 The DFE intends to pay Valid Invoices within 10 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This clause 8.9 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

8.10 The DFE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.

8.11 At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the DFE. The final invoice shall be submitted not later than 30 days after the end of the Term.

8.12 The DFE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.

8.13 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.

8.14 If the DFE disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. The DFE may withhold the disputed amount pending resolution of the dispute.

8.15 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 36.

**9. TAX and VAT**

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

9.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.

9.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

9.4 The DFE may ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.

9.5 A request under clause 9.4 may specify the information which the Contractor must provide and the period within which that information must be provided.

9.6 The DFE may terminate this Contract if:

9.6.1 in the case of a request mentioned in clause 9.4 the Contractor:

(i) fails to provide information in response to the request within a reasonable time; or

(ii) provides information which does not demonstrate either how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it;

9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Contractor is not complying with those clauses.

9.7 The DFE may supply any information which it receives under clause 9.4 to HMRC.

9.8 The Contractor bears sole responsibility for the payment of tax and national insurance contributions due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.

9.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The Contractor shall indemnify DFE against any liability, assessment or claim made by the HMRC or any other relevant authority arising out of the performance by the Contractor of its obligations under the Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by DFE in connection with any such assessment or claim.

9.10 The Contractor authorises the DFE to provide HMRC 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 the Contract whether or not DFE is obliged as a matter of law to comply with such request.

9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

9.11.1 notify the DFE in writing of such fact within 5 Business Days of its occurrence; and

9.11.2 promptly give the DFE:

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

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

**10. PREVENTION OF CORRUPTION**

10.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the Effective Date:

10.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

10.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

10.2 The Contractor shall not:

10.2.1 commit a Prohibited Act; or

10.2.2 do or suffer anything to be done which would cause the DFE or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

10.3 The Contractor shall:

10.3.1 and procure that its Sub-Contractors shall, establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

10.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to the DFE on request.

10.4 The Contractor shall immediately notify the DFE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:

10.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

10.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or

10.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

10.5 If the Contractor notifies the DFE pursuant to clause 10.4, the Contractor shall respond promptly to the DFE’s enquiries, co-operate with any investigation, and allow the DFE to audit any books, records and any other relevant documentation.

10.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, the DFE may by notice:

10.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

10.6.2 immediately terminate the Contract.

10.7 Any notice served by the DFE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who the DFE believes has committed the Prohibited Act and the action that the DFE has taken (including, where relevant, the date on which the Contract shall terminate).

**11. DISCRIMINATION**

11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.

11.2 The Contractor shall comply with requirements and instructions which the DFE reasonably imposes in connection with any equality obligations imposed on the DFE at any time under equality law.

11.3 The Contractor indemnifies the DFE in full from and against all Employment Liabilities that may arise as a result of any claims brought against the DFE by any of its employees, agents, consultants and contractors (**“DFE Personnel”**) and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as the DFE may request in connection with any investigation by the DFE into any complaint or other grievance received by it from any of the DFE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Personnel.

**12. INTELLECTUAL PROPERTY**

12.1 All Intellectual Property Rights in materials:

12.1.1 furnished to or made available to the Contractor by or on behalf of the DFE (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); and

12.1.2 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 DFE (save for Copyright and Database Risghtes which shall vest in the Crown)

(together the **“IP Materials”**).

12.2 The Contractor shall not, and shall ensure that Personnel shall not, use or disclose IP Materials without the DFE’s approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.

12.3 The Contractor hereby assigns to the DFE or undertakes to procure the assignment to the DFE of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to the DFE (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the DFE and necessary to execute and perfect these assignments and to otherwise evidence the DFE’s or the Crown’s ownership of such rights.

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

12.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the DFE a non-exclusive licence or, if itself a licensee of those rights, shall grant to the DFE an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the DFE to sub-licence, transfer, novate or assign to a Replacement Contractor. The Contractor shall notify the DFE of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.

12.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified the DFE and any Replacement Contractor from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the DFE may suffer or incur as a result of or in connection with any breach of this clause 14, except to the extent that any such claim arises from:

12.6.1 items or materials supplied by the DFE; or

12.6.2 the use of data supplied by the DFE which is not required to be verified by the Contractor under any provision of the Contract.

12.7 The DFE shall notify the Contractor in writing of any claim or demand brought against the DFE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.

12.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied and/or licensed by the Contractor to the DFE, provided always that the Contractor shall:

12.8.1 consult the DFE on all substantive issues which arise during the conduct of such litigation and negotiations;

12.8.2 take due and proper account of the interests and concerns of the DFE; and

12.8.3 not settle or compromise any claim without the DFE’s prior written consent (not to be unreasonably withheld or delayed).

12.9 Notwithstanding clause 12.8. the DFE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If the DFE takes action the Contractor shall at the request of the DFE afford to the Contractor all reasonable assistance to the DFE for the purpose of contesting such claim.

12.10 The DFE shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the DFE or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor’s obligations under the Contract subject to the Contractor indemnifying the DFE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

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

12.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or

12.11.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the DFE.

12.12 If the Contractor is unable to comply with clauses 12.11.1 and 12.11.2 within 20 Business Days of receipt of the Contractor’s notification the DFE may terminate the Contract with immediate effect by notice in writing.

12.13 The Contractor grants to the DFE and, if requested by DFE, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract (**“Contractor IP”**) and which the DFE (or a Replacement Contractor) reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.

12.14 The DFE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.

12.15 If the Contractor is not able to grant to the DFE a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:

12.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to the DFE a licence on the terms set out in clause 12.13; or

12.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the DFE a sub-licence on the terms set out in clause 12.13.

12.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be the DFE IP Materials any act or thing which:

12.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or

12.16.2 would or might prejudice the right or title of the DFE to any of the DFE IP Materials.

12.17 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.

12.18 When using 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:

12.18.1 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

12.18.2 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.

**13. DATA, SYSTEMS HANDLING AND SECURITY**

13.1 The Parties shall comply with the provisions of schedule 8.

**14. PUBLICITY AND PROMOTION**

14.1 Subject to clause 15.2, without prejudice to the DFE’s obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

14.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 14.1

14.3 Without prejudice to the generality of clauses 12.18 and 14.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use the DFE’s name, brand or DFE Trade Marks or the Personal Data of the DFE to sell, promote, market or publicise the Contractor’s other programmes, courses, services or other activities.

14.4 Subject to clauses 12 and 15 DFE may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.

**15.** **CONFIDENTIALITY**

15.1 Except to the extent set out in this clause 15or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party’s consent, except to such persons and to such extent as may be necessary for the performance of the Party’s obligations under the Contract.

15.2 The Contractor hereby gives its consent for the DFE to publish the whole Contract including from time to time agreed changes to the Contract.

15.3 The Contractor may only disclose the DFE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.

15.4 The Contractor shall not, and shall procure that Personnel do not, use any of the DFE's Confidential Information received otherwise than for the purposes of the Contract.

15.5 Clause 15.1 shall not apply to the extent that:

15.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;

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

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

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

15.5.5 it is independently developed without access to the other Party's Confidential Information.

15.6 Nothing in clause 15 shall prevent the DFE disclosing any Confidential Information obtained from the Contractor:

15.6.1 for the purpose of the examination and certification of the DFE’s accounts;

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

15.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or

15.6.4 to any consultant, contractor or other person engaged by the DFE provided that in disclosing information under clauses 15.8.3 and 15.8.4 the DFE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

15.7 Nothing in clauses 15.1 to 15.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

15.8 The DFE shall endeavour to ensure that any government department, employee, third party or sub-contractor to whom the DFE's Confidential Information is disclosed pursuant to clause 15.6 is made aware of the DFE's obligations of confidentiality.

15.9 If the Contractor does not comply with clauses 15.1 to 15.5 the DFE may terminate the Contract immediately on notice to the Contractor.

**16. FREEDOM OF INFORMATION**

16.1 The Contractor acknowledges that the DFE is subject to the requirements of the FOIA and the EIR.

16.2 The Contractor shall transfer to the DFE all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt:

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

16.2.2 provide all necessary assistance as reasonably requested by the DFE to enable the DFE to comply with its obligations under the FOIA and EIR; and

16.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by the DFE.

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

**17.** **OFFICIAL SECRETS ACTS AND FINANCE ACT**

17.1 The Contractor shall comply with the provisions of:

17.1.1 the Official Secrets Acts 1911 to 1989; and

17.1.2 section 182 of the Finance Act 1989.

**18. LIABILITY**

18.1 Neither Party excludes or limits its liability (if any) to the other:

18.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

18.1.2 for personal injury or death resulting from the its negligence;

18.1.3 under section 2(3) Consumer Protection Act 1987;

18.1.4 any breach of clause 15 or schedule 8;

18.1.5 for its own fraud; or

18.1.6 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

18.2 Subject to clauses 18.1 and 18.3, the Contractor shall indemnify the DFE and keep the DFE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Personnel on the Premises, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

18.3 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax).

18.4 Subject to clauses 18.1, 18.3 and 18.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:

18.4.1 for any losses of an indirect or consequential nature;

18.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or

18.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.

18.5 Subject to clauses 18.1 and 18.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:

18.5.1 in respect of damage to property is limited to £5 million in respect of any one incident or series of connected incidents; and

18.5.2 in respect of any claim not covered by clause 18.5.1, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable in that year.

18.6 The DFE may recover from the Contractor the following losses incurred by the DFE to the extent they arise as a result of a Default by the Contractor:

18.6.1 any additional operational and/or administrative costs and expenses incurred by the DFE, including costs relating to time spent by or on behalf of the DFE in dealing with the consequences of the default;

18.6.2 any wasted expenditure or charges;

18.6.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;

18.6.4 any compensation or interest paid to a third party by the DFE; and

18.6.5 any fine or penalty incurred by the DFE and any costs incurred by the DFE in defending any proceedings which result in such a fine or penalty.

18.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

18.8 All property of the Contractor whilst on the DFE's premises shall be there at the risk of the Contractor and the DFE shall accept no liability for any loss or damage howsoever occurring to it.

18.9 The Contractor shall effect and maintain in force with a reputable insurance company employer’s liability and public liability insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

18.10 The Contractor shall supply to the DFE on demand copies of the insurance policies maintained under clause 18.9.

18.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

18.12 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.

**19. WARRANTIES AND REPRESENTATIONS**

19.1 The Contractor warrants and represents that:

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

19.1.2 in entering the Contract it has not committed any fraud;

19.1.3 as at the Effective Date, all information contained in the Contractor’s Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the DFE prior to execution of the Contract;

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

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

19.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party’s work or materials provided that this clause 19.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and

19.1.7 the use by the DFE of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;

19.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

19.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

19.1.10 it has notified the DFE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

**20. FORCE MAJEURE**

20.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 20.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

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

20.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

**21. MONITORING AND REMEDIATION**

21.1 The DFE or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.

21.2 During such visits, the DFE may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.

21.3 If the DFE reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:

21.3.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the DFE (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and

21.3.2 monitor, supervise, direct and/or guide the Contractor’s provision of the Services until the DFE reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the DFE in this regard.

21.4 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the DFE may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the DFE may direct.

21.5 The DFE may review from time to time the progress of the Contractor against the Implementation Plan. The Contractor shall cooperate with the DFE in this regard and provide any information and evidence reasonably required by the DFE.

21.6 The DFE may instruct the Contractor to take appropriate remedial action where the DFE reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

**22. STEP IN RIGHTS**

22.1 Without prejudice to DFE’s rights of termination under clause 23 the DFE may exercise one or more of the rights set out in this clause 22 (**“Step In Rights”**) if:

22.1.1 there is a Default by the Contractor which materially prevents or materially delays performance of the Services or any part of the Services;

22.1.2 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or any part of the Services;

22.1.3 a Regulatory Body has advised the DFE that exercise by the DFE of its rights under this clause 22 is necessary;

22.1.4 a serious risk exists to the health and safety of persons, property or the environment;

22.1.5 it is necessary to discharge a statutory duty; or

22.1.6 the Contractor becomes insolvent.

22.2 If the DFE has a Step In Right it may serve notice on the Supplier (a **“Step-In Notice”**) that it will take action under this clause 22 either itself or with the assistance of a third party.

22.3 The Step-In Notice shall set out:

22.3.1 the action the DFE wishes to take and in particular the Services that it wishes to control (the **“Required Action”**);

22.3.2 the event triggering the Step In Rights and whether the DFE believes that the Required Action is due to the Contractor's Default;

22.3.3 the date on which it wishes to commence the Required Action;

22.3.4 the time period which it believes will be necessary for the Required Action;

22.3.5 whether the DFE will require access to the Contractor's premises; and

22.3.6 to the extent practicable, the effect the DFE anticipates the Required Action will have on the Contractor’s obligations to provide the Services during the period that the Required Action is being taken.

22.4 Following service of a Step-In Notice, the DFE shall:

22.4.1 take the Required Action set out in the Step-In Notice and any consequential

additional action as it reasonably believes is necessary to achieve the Required Action;

22.4.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;

22.4.3 co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide those Services of which the DFE is not assuming control; and

22.4.5 act reasonably in mitigating the cost that the Contractor will incur as a result

of the exercise of the Step In Rights.

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22.5 For as long as and to the extent that the Required Action continues:

22.5.1 the Contractor shall not be obliged to provide the Services to the extent that

they are the subject of the Required Action; and

22.5.2 the DFE shall pay the Contractor the Charges after subtracting any applicable Service Credits and the DFE's costs of taking the Required Action.

22.6 If the Contractor demonstrates to the DFE’s reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the DFE not taken the Required Action, the DFE may adjust the Charges.

22.7 Before ceasing to exercise its Step In Rights the DFE shall deliver a written notice to the Contractor (a **“Step-Out Notice”**), specifying:

22.7.1 the Required Action it has taken; and

22.7.2 the date on which the DFE plans to end the Required Action subject to the DFE being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 22.8.

22.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in clause 22.7.2, develop for the DFE's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.

22.9 If the DFE does not approve the draft plan, it shall inform the Contractor of its reasons for not approving it and the Contractor shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to the DFE for approval. The DFE shall not withhold or delay its approval of the draft plan unreasonably.

22.10 The Contractor shall bear its own costs in connection with any Step-In under this clause 22, provided that the DFE shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by the DFE under clauses 22.1.2 to 22.1.5 (insofar as the primary cause of the DFE serving the Step In Notice is identified as not being the result of a Contractor’s Default).

**23. TERMINATION**

23.1 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

23.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

23.1.2 a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

23.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986;

23.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

23.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

23.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

23.1.7 being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

23.1.8 any event similar to those listed in clauses 23.1.1 to 23.1.7 occurs under the law of any other jurisdiction.

23.2 The DFE may terminate the Contract with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:

23.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors;

23.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy;

23.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

23.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;

23.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor’s assets and such attachment or process is not discharged within 14 days;

23.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;

23.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

23.2.8 any event similar to those listed in clauses 23.2.1 to 23.2.7 occurs under the law of any other jurisdiction.

23.3 The Contractor shall notify the DFE immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). The DFE may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 months of:

23.3.1 being notified that a Change of Control has occurred; or

23.3.2 where no notification has been made, the date that the DFE becomes aware of the Change of Control

but shall not be permitted to terminate where approval was granted prior to the Change of Control.

23.4 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:

23.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

23.4.2 it is for any reason dissolved;

23.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;

23.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;

23.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

23.4.6 any of the following occurs in relation to any of its partners:

23.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;

23.4.6.2 a petition is presented for his bankruptcy;

23.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or

23.4.6.4. any event similar to those listed in clauses 23.4.1 to 23.4.6 occurs under the law of any other jurisdiction.

23.5 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:

23.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

23.5.2 it is for any reason dissolved;

23.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;

23.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

23.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;

23.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or

23.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

23.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

23.5.9 any event similar to those listed in clauses 23.5.1 to 23.5.8 occurs under the law of any other jurisdiction.

23.6 References to the Insolvency Act 1986 in clause 23.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

23.7 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:

23.7.1 the Contractor has not remedied the Default to the satisfaction of the DFE within 21 Business Days or such other period as may be specified by the DFE, after issue of a notice specifying the Default and requesting it to be remedied

23.7.2 the Default is not, in the opinion of the DFE, capable of remedy; or

23.7.3 the Default is a Material Breach.

23.8 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:

23.8.1 the Contractor’s warranty in clause 19.1.10 is materially untrue;

23.8.2 the Contractor commits a material breach of its obligation to notify the DfE of any Occasion of Non-Tax Compliance;

23.8.3 the Contractor fails to provide details of proposed mitigating factors which, in the DfE’s reasonable opinion are acceptable; or

23.8.4 the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

23.9 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:

23.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

23.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or

23.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justiice of the European Union in a procedure under Article 258 of the TFEU.

23.10 If the DFE terminates the Contract under clauses 23.7, 23.8 or 23.9:

23.10.1 and makes other arrangements for the supply of the Services, the DFE may recover from the Contractor the cost reasonably incurred of making those other arrangements; and

23.10.2 the DFE shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE), until the DFE has established the final cost of making the other arrangements envisaged under this clause 23.

23.11 Either Party may terminate the Contract (or any part of it) at any time by giving at least [3][[3]](#footnote-3) months' prior written notice to the other Party.

23.12 If the DFE terminates the Contract under clause 23.11 the DFE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE.

23.13 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue the DFE may terminate the Contract (or any part of it) by serving [3][[4]](#footnote-4) months’ written notice on the Contractor.

23.14 If the DFE terminates the Contract under clause 23.13 the DFE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.

23.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the DFE in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

23.16 If the DFE fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to the DFE of its failure to pay. If the DFE fails to pay such undisputed sums within 90 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the DFE exercising its rights under clause 8.6 or to Force Majeure.

23.17 Save as otherwise expressly provided in the Contract:

23.17.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

23.17.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the DFE or the Contractor under clauses 8 (Payment), 9 (Tax and VAT), 10 (Prevention of Fraud), 12 (Intellectual Property Rights), 13 (Data), 15 (Confidentiality), 16 (Freedom of Information), 17 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 180 (Warranties and Representations), 19 (Liability), 23 (Termination) 24 (Retendering and Handover), 25 (Exit Management), 26 (Audit), and 37 (Governing Law and Jurisdiction).

**24. RETENDERING AND HANDOVER**

24.1 Within 30 days of being requested by the DFE, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the DFE to issue tender documents for the future provision of replacement services.

24.2 The DFE shall take reasonable precautions to ensure that the information referred to in clause 24.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.

24.3 The DFE shall require that all potential Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the DFE; and that they shall not use it for any other purpose.

24.4 The Contractor shall allow access to the Premises in the presence of DFE’s authorised representative, to any person representing any potential contractor whom the DFE has selected to tender for the future provision of the Services.

24.5 If access is required to the Contractor’s Premises for the purposes of clause 26.4, the DFE shall give the Contractor 7 days’ notice of a proposed visit together with the names of all persons who will be visiting.

24.6 The Contractor shall co-operate fully with the DFE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

24.7 Within 10 Business Days of being requested by the DFE, the Contractor shall transfer to the DFE, or any person designated by the DFE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the DFE.

**25. EXIT MANAGEMENT**

25.1 If the DFE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the DFE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

25.2 The Contractor will, within 3 months of the Effective Date, deliver to the DFE, a plan which sets out the Contractor’s proposals for achieving an orderly transition of Services from the Contractor to the DFE and/or its Replacement Contractor at the end of the Term (an **“Exit Plan”**).

25.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan .If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 36.

25.4 The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Contractor will submit the revised Exit Plan to the DFE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 36.

25.5 If the Contractor:

25.5.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or

25.5.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges.

25.6 If the DFE requests, the Contractor shall deliver to the DFE details of all licences for software used in the provision of the Services including the software licence agreements.

25.7 Within one month of receiving the software licence information described above, the DFE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the DFE a plan for licence transfer.

25.8 The Contractor shall co-operate fully with the DFE in order to enable an efficient and detailed knowledge transfer from the Contractor to the DFE at the end of the Term and shall provide the DFE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the DFE. The Contractor shall comply with the DFE’s request for information no later than 15 Business Days from the date that that request was made.

**26. AUDIT**

26.1 The Contractor shall keep and maintain until 6 years after the end of the Term, 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.

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

26.3 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.

26.4 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 all such documents (including computerised documents and data) and other information 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.

**27. ENTIRE AGREEMENT**

27.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.

27.2 Nothing in this clause 27 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

**28. PARTNERSHIP**

28.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**29. WAIVER**

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

**30. CHANGE CONTROL**

30.1 Either Party may at any time request in writing a Variation 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.

**31. COUNTERPARTS**

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

**32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

32.1 The provisions of clauses 7.5 and 12.6 confer benefits on a Replacement Contractor and are intended to be enforceable by a Replacement Contractor by virtue of the Contracts (Rights of Third Parties ) Act 1999 (“**CRTPA**”).

32.2 Subject to clause 32.1, a person who is not a Party has no right under CRTPA to enforce provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

32.3 A Replacement Contractor may not enforce or take steps to enforce the provisions of clauses 7.5 or 12.6 without DFE’s prior written consent.

32.4 The Parties may amend the Contract without the consent of any Replacement Contractor.

**33. CONFLICTS OF INTEREST**

33.1 The Contractor shall:

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

33.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of the DFE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to the DFE under the provisions of the Contract in either case, referred to in this clause 33 as a **“Conflict of Interest”**.

33.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 35 the Contractor shall forthwith provide full particulars to the DFE.

33.3 In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.

33.4 Without prejudice to the foregoing provisions of this clause 33, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:

33.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the DFE (acting reasonably); and

33.4.2 give the DFE a comprehensive and detailed written statement of the action it had taken.

33.5 If the DFE is not satisfied with the Contractor’s actions, the Contractor shall, on request by the DFE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).

33.6 Without prejudice to any other right or remedy it may have, the DFE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DFE, there is any continuing breach by the Contractor of the provisions of this clause 33.

**34. FURTHER ASSURANCE**

34.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant all rights granted under the Contract and otherwise to comply with its terms.

**35. NOTICES**

35.1 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, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

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

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

35.2.2 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;

35.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, 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 Business Day (such times being local time at the address of the recipient).

35.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

**36. DISPUTE RESOLUTION**

36.1 Any Dispute shall be dealt with in accordance with this clause 36.

36.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

36.3 If a Dispute cannot be resolved by negotiation as referred to in clause 36.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

**37. GOVERNING LAW AND JURISDICTION**

37.1 The Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.

37.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.

37.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

**Schedule 3**

**Financials**

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

1. The Contractor will distribute a tax free Bursary as part of the Programme. The Contractor will pay directly to first year Trainees the Bursary. The Bursary will be £15,950 per Trainee. The Bursary payments are not subject to VAT
2. All charges will be fixed and firm for the Initial term and until the expiry of any extended period of the Contract. The maximum value of the Contract for the Initial Term will be (course fees and Bursaries) £503,885 [Details can be found in Table 1]
3. This contract is VAT exempt. Unless otherwise stated, all amounts expressed as payable in this Contract are inclusive of VAT, at the rate applicable at the time.
4. The DFE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
5. Indexation shall not apply to the Charges.

**Table 1 Detailed Cost Matrix**

**Fixed costs (no VAT)**

Salaries: assumed 1% increase per annum, plus incremental uplift per annum. Costs include NI and pension contributions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **2017/18** | **2018/19** | **2019/20** | **2020/21** | **2021/22** |
| **Senior Lecturer (October 2017 – end of contract) @ REDACTED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** |
| **Lecturer (July 2018 – end of contract) @ REDACTED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** |
| **Lecturer (July 2019 – August 2020 @ REDACTED** |  | **REDAC-TED** | **REDAC-TED** |  |  |
| **PGR Coordinator (administrator) (September 2017 – end of contract) @ REDACTED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** |
| **Total** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** | **REDAC-TED** |

**Total salary costs £ REDACTED**

**Fixed costs (VAT to be added)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **2017/18** | **2018/19** | **2019/20** | **2020/21** | **2021/22** |
| **Audit fee (required for financial reporting)** |  | **REDACTED** |  |  |  |
| **VAT @ 20%** |  | **REDACTED** |  |  |  |
| **Total** |  | **REDACTED** |  |  |  |

**Variable costs (VAT not charged)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **2017/18** | **2018/19** | **2019/20** | **2020/21** | **2021/22** |
| **Bursary payments 10 @ £15,950** |  | **REDACTED** | **REDACTED** |  |  |
| **Occupational health checks 10 @ REDACTED36** |  | **REDACTED** |  |  |  |
| **Placement travel costs (placement visits) 10 @ REDACTED** |  | **REDACTED** | **REDACTED** | **REDACTED** |  |
| **Total** |  | **REDACTED** | **REDACTED** | **REDACTED** |  |

**Total contract price £503,885**

**Invoicing and payment schedule**

1. DFE will pay the Bursary to the Contractor for distribution in three instalments, as follows:
   1. September– the first payment of three months Bursary
   2. December– the second payment of four months Bursary
   3. April – third payment of five months Bursary
2. DfE will pay the course fees to the Contractor, in arrears, as follows:
   1. December – three months Course fees
   2. March - four months Course fees
   3. September – five months Course fees

A payment schedule can be found in table 2.

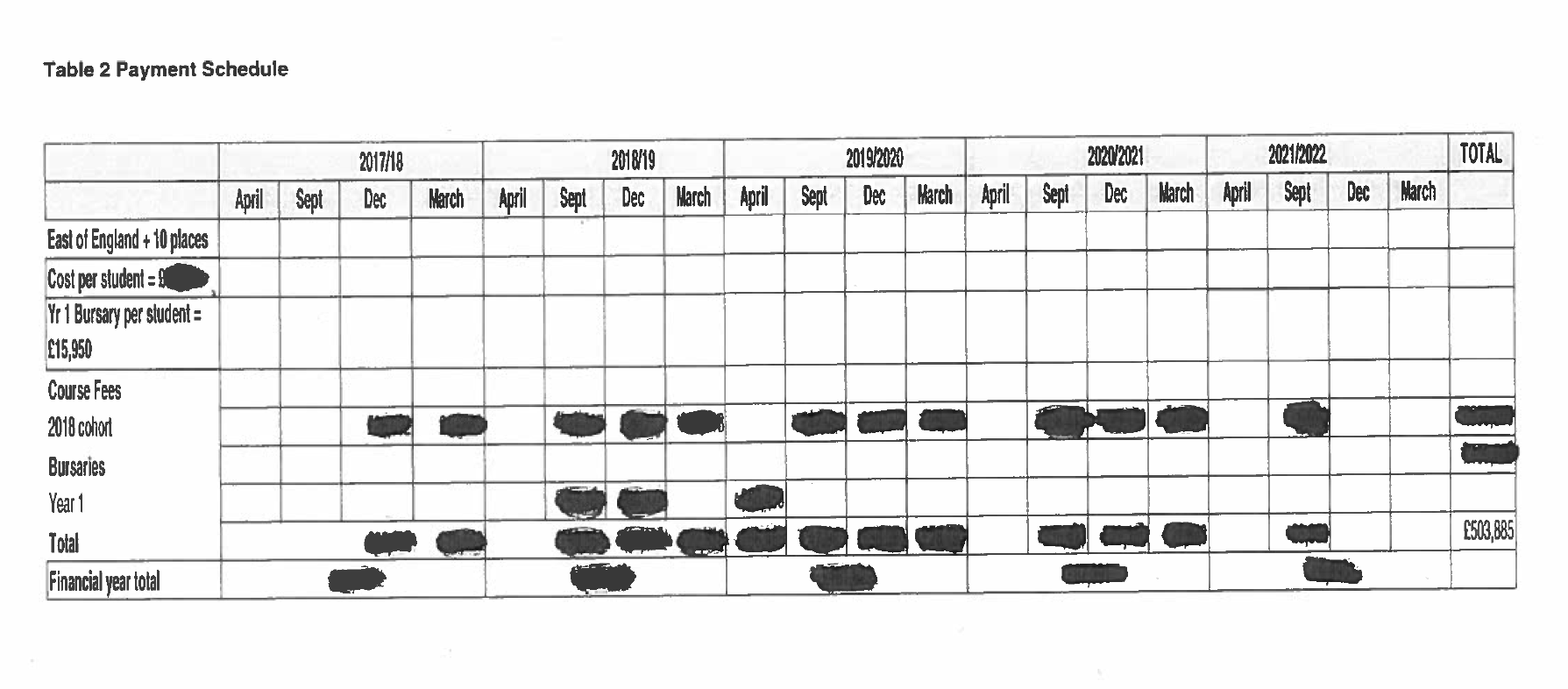
1. **Invoicing Arrangements**

The Provider shall be entitled to invoice the Charges following acceptance by the DFE of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as specified in the delivery milestones, Outputs or Outcomes. Each invoice shall detail the Charges.

1. Funds allocated to a particular expenditure heading in 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 DFE.
2. The provider shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
3. The Provider shall permit duly authorised staff or agents of the DFE 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 DFE reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Provider has used the DFE's resources in the performance of this Contract.
4. Invoices shall be prepared by the Provider on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Provider or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Provider on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the DFE within the terms of another contract.
5. Invoices shall be sent, within 30 days of the end of the relevant invoicing date to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool.FY5 3TA., quoting the Contract reference number. The DFE undertakes to pay correctly submitted invoices within 10 days of receipt. The DFE is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the DFE. Any correctly submitted invoices that are not paid within 30 days are subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank. The Parties agree that this paragraph 8 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of services supplied or delivered to the required quality (or which are expected to be at the required quality); includes the date, supplier name, contact details and bank details; includes information as set out in point 6.1 and has been delivered to the nominated address. If any problems arise, contact the DFE's Contract Manager. The DFE aims to reply to complaints within 10 business days. (See Point 14 below) The DFE shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
   1. Invoices shall clearly identify the Contract number for which they are being submitted and the Provider shall provide information with each invoice to enable the DFE to assess the accuracy of the invoice. Such information shall include as a minimum:

* Invoice date
* Contract Number **RD1000704**
* PO Number
* Invoice number
* The Charging Period covered
* A detailed breakdown of the appropriate Charges, including deliverables or milestones achieved, days and times worked
* Details of any service credits
* Sums due, and,
* VAT due.

1. The Provider shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the DFE's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the DFE shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the DFE's reasonable opinion after consultation with the Provider, would reasonably have been required for that purpose.
2. If this Contract is terminated by the DFE due to the Provider's insolvency or default at any time before completion of the Service, the DFE shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Provider before the date of termination.
3. On completion of the Service or on termination of this Contract, the Provider shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service
4. The DFE shall not be obliged to pay the final invoice until the Provider has carried out all the elements of the Service specified as in **Schedule 1**.
5. It shall be the responsibility of the Provider to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the DFE all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the DFE shall have no further liability to make reimbursement of any kind.
6. Disputes and payments of invoices
   1. As set out in paragraph 8 above, The DFE undertakes to pay, subject to paragraphs 14.4 and 14.5, correctly submitted invoices within 10 days of receipt for all sums properly invoiced. The DFE shall not be responsible for any delay in payment caused by incomplete and illegible invoices.
   2. The Provider shall ensure that a term is included in any sub-contract permitted under this Contract which requires the Provider to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed thirty (30) days from the date the Provider receives the sub-contractor's invoice.
   3. The Provider shall raise any problems regarding invoices or payments with the DFE’s contract manager. The DFE shall reply to queries or complaints within 10 Business Days.
   4. The DFE shall within 10 Business Days of receipt, return to the Provider for correction invoices that it believes are incorrect together with an explanation of the need for correction.
   5. The DFE may dispute, in good faith, any amount specified in an invoice. In these circumstances, the DFE shall:
      1. Pay in accordance with paragraph 14.1 such amount of the invoice as is not in dispute;
      2. Within 10 Business Days of receipt by it of the disputed invoice notify the Provider of the reasons for disputing the disputed amount; and
      3. Be entitled to withhold the disputed amount pending resolution of the dispute.
   6. The DFE and the Provider shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either party may refer the matter for resolution in accordance with the dispute resolution procedure in **clause 20** of **Schedule 2**.
   7. Where a disputed amount is withheld in accordance with paragraph 14.5.3 and the dispute is subsequently resolved:
      1. The Provider shall within 10 Business Days re-submit a corrected invoice; or
      2. If the original invoice is resolved to have been correct, for the purposes of paragraph 14.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the Parties to have been resolved.



**Schedule 4**

**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)**

1. This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
2. 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 4.

**PERFORMANCE STANDARDS/MEASURES**

1. The Contractor must meet the Performance Measure for each identified KPI as set out in table 3 below within the agreed Service Period (defined Schedule 2 and within table 1)
2. If during a Service Period the Contractor achieves a KPI/Service Level, no Service Credit (“reduction in total amount of charges payable to the Contractor”) will accrue to the Contractor in respect of that KPI/Service Level.
3. The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges. Both Parties agree that the Performance Measures and Service Credits are a reasonable method of adjusting the Charges to reflect poor Contractor performance.
4. The Contractor wil be expected to meet/comply with all Service Levels as set out within table 4 below.

**SERVICE CREDITS**

1. A failure to meet at least the required performance level will be considered a “Service Failure” in respect of the KPIs set out in Table 5 below
2. If performance level is a Service Failure in one or more of the KPIs listed in Table 3 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 the amounts in Table 3.
3. Accrual of Service Credits shall entitle the DFE to a reduction in the Charges. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with schedule 3. The mechanism for recovery of any Service Credits will be developed and agreed with the Contractor within the first 3 months of the Contract.
4. A failure to meet the required performance level for the other KPIs will not be considered a Service Failure in the context of paragraph 8 but expects to meet the required performance levels and will consider repeated failures as breachs of this contract
5. In attrition to it’s rights underder paragraph 8, if there are one or more Service Failures in **3 (three**) consective Service Periods/calendar months, will be entitled, as its sole discretion, to terminate this contract on 30 days written notice.

**Table 3 KPIs**

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI** | **Measure** | **Monitoring method** | **Financial Consequence** |
| **1.Recruitment** | 100% of training places are filled | AEP to provide DFE with DFE with recruitment data | Yes |
| **2.Adherence to schedule** | Monthly accurate and complete trainee reports to be completed confirming: | Adherence to schedule | Yes |
| **3.Perceptions of fairness, rigour and robustness of the training** | 90% of respondents, to the annual survey of final year trainees on qualification, will rate the training as good or above. This will include all aspects of training and is consistent with other contractual arrangements within DFE. Training provider(s) will be asked to support this process | Perceptions of fairness, rigour and robustness of the training | Yes |
| **4. Completion of Training** | At least 90% of trainees will qualify upon completion of the course | DFE monitoring through the collection of graduation data | Yes |
| **5.Completion of Training** | At least 90% of trainee will find employment within 2 months of qualifying | DFE monitoring through the collection of destination data |  |
| **6.Sutainability** | The training provider will have and is implementing a strategy for ensuring the quality of training is maintained as the contract comes to an end, for the final intake. | Reporting to DFE |  |
| 7.**Contract Management** | Training provider will attend at least one contract management meeting a year at the nearest or most convenient DFE office subject to availability (<http://www.education.gov.uk/help/contactus/a0022/where-to-find-us>). | At DFE request |  |

**Table 4 Service Levels**

]

| **Service Level** | **Measure** | **Compliance** |
| --- | --- | --- |
| Reporting and Meetings | **Monthly reporting:** submit a monthly programme report by the third Business Day of the month, including any exception events within this report. | 100% - DFE monitoring |
| Contractor meetings – monthly |
| Development and operations meetings – as required |
| **Contractor to gain compliance with GDPR (General Data Protection Regulation) by May 2018** |
| Administration/Communication | In delivering the Services offer a responsive and supportive service to trainees and their facilitators.  Respond to 100% of queries and correspondence within 3 Business Days of receipt. |
| Finance | Ensure that invoices are submitted to DFE within 10 Business 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 Business Days. |
| Records and questionnaires | Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business 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. |
| 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. |  |

**Table 5 Service Credits**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost at risk for contract** | **8% of overall contract value** |  |  |
|  |  |
|  |  |  |  | |
|  |  |  |  | |
|  | **Contract Year 1** | **Contract Year 2** | **Contract Year 3** | |
| **1 x KPI missed** | No Financial consequence | No Financial consequence | No Financial consequence | |
| **2 x KPIs missed** | 3/5 cost at risk | 3/5 cost at risk | 3/5 cost at risk | |
| **3 x KPIs missed** | 4/5 cost at risk | 4/5 cost at risk | 4/5 cost at risk | |
| **4 or more x KPIs missed** | 5/5 costs at risk | 5/5 costs at risk | 5/5 costs at risk | |
|  |  |  |  | |

**Schedule 5**

**Implementation Plan**

* + - 1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below. (Implementation plan Appendix 1)
      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.
      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 Service 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.

**Schedule 6**

**Change Control Procedure**

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

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

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

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

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

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

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

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

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

**Change Control Note**

:

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

|  |  |
| --- | --- |
| **Variation Requested** |  |
| **Originator of Variation**  **(tick as appropriate)** | **DFE** 🞎 Contractor 🞎 |
| **Date** |  |
| **Reason for Variation** |  |
| **Summary of Variation**  **(e.g. specification, finances, contract period)** |  |
| **Date of Variation commencement** |  |
| **Date of Variation expiry**  **(if applicable)** |  |
| **Total Value of Variation £**  **(if applicable)** |  |
| **Payment Profile (if applicable)**  **e.g. milestone payments** |  |
| **Revised daily rate (if applicable)** |  |
| **Impact on original contract**  **(if applicable)** |  |
| **Supporting Information**  **(please attach all supporting documentation for this Change Control)** |  |
| **Terms and Conditions** | Save as herein amended all other terms and conditions of  the Original Contract shall remain in full force and effect. |
| **Variation Agreed**  **For the Contractor: For the DFE:**  **Signature……………………………….. Signature………………………………………..**  **Full Name………………………………. Full Name………………………………………**  **Title……………………………………… Title…………………………………………….**  **Date……………………………………… Date……………………………………………** | |

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

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

**Schedule 7**

**Key Personnel and Key Sub Contractors**

[This schedule shall be finalised at contract fine tuning stage – **UEA to advise DfE**]

**Key Personnel**

The individuals listed in the table below are Key Personnel:

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Period of Involvement** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**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** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Schedule 8**

**Data, Systems Handling and Security**

**Definitions**

|  |  |
| --- | --- |
| “**BPSS**” | means the Government’s Baseline Personnel Security Standard for Government employees available at:  [www.gov.uk/government/uploads/system/uploads/attachment\_data/file/200551/HMG\_Baseline\_Personnel\_Security\_Standard\_V3\_2\_Apr-2013.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf) |
| “**CESG**” | is the United Kingdom government’s national technical authority for information assurance, details of which can be found at:  <http://www.cesg.gov.uk/Pages/homepage.aspx> |
| **"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; |
| **“DFE Assets”** | include but are not limited to DFE premises, IT systems and information with a classification up to confidential; |
| **“DFE Data”** | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and:  (i) which are supplied to the Contractor by or on behalf of the DFE; or  (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or  (b) which are any Personal Data for which the DFE is the Data Controller; |
| **“Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process”, “Processing” and “Data Controller** | shall have the meanings given in the DPA; |
| **“IT Security Health Check”** | means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system; |
| **“Malicious Software”** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
|  |  |
| **“Security Plan”** | the Contractor’s security plan. |

1. The DFE is the Data Controller and the Contractor is the Data Processor.

2. Both Parties may handle Personal Data and shall comply with their legal obligations under the DPA.

3. The Contractor shall notify the DFE as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking the Contract.

4. If the Contractor is processing Personal Data as a Data Processor for the DFE as a consequence of undertaking the Contract the Contractor shall:

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

4.2 Process the Personal Data only in accordance with instructions from the DFE (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the DFE to the Contractor during the Term);

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

4.4 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;

4.5 obtain the DFE’s prior written consent before transferring Personal Data to any Sub-Contractors or Associated Companies for the provision of the Services;

4.6 ensure that all Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this paragraph 4;

4.7 ensure that no Personnel publish or disclose any Personal Data to any third party unless directed in writing to do so by the DFE;

4.8 notify the DFE within 2 Business Days if it receives:

4.8.1 a request from a Data Subject to have access to that person's Personal Data; or

4.8.2 a complaint or request relating to the DFE's obligations under the DPA;

4.9 provide the DFE with full cooperation and assistance in relation to any complaint or request made, including by:

4.9.1 providing the DFE with full details of the complaint or request;

4.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the DFE's instructions;

4.9.3 providing the DFE with any Personal Data it holds in relation to a Data Subject (within the timescales required by the DFE); and

4.9.4 providing the DFE with any information requested by the DFE;

4.10 permit the DFE or any duly authorised representative of the DFE (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the DFE to enable the DFE to verify and/or procure that the Contractor is in full compliance with its data protection obligations under the Contract;

4.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the DFE); and

4.12 subject to paragraph 5, not coause or permit the Personal Data to be transferred in or to any Restricted Country.

5. If, after the Effective Date, the Contractor (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data in or to any Restricted Country the Contractor shall:

5.1 submit a request for a Variation to the DFE which shall be dealt with in accordance with the Change Control Procedure;

5.2 set out in its request for a Variation:

5.2.1 the Personal Data which will be Processed and/or transferred to a Restricted Country;

5.2.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred to a Restricted Country;

5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data to a Restricted Country; and

5.2.4 how the Contractor will adequately protect (in accordance with the DPA and in particular so as to ensure the DFE’s compliance with the DPA) Personal Data to be Processed and/or transferred to a Restricted Country.

6. If evaluating the request for a Variation pursuant to paragraph 5:

6.1 the Parties shall consider current policies and guidance of the DFE, Government and the Information Commissioner’s Office and any approvals processes in connection with, the Processing and/or transfers of Personal Data to a Restricted Country and/or overseas generally; and

6.2 the Contractor shall comply with any instructions which the DFE may notify in writing.

7. Insofar as the Contractor processes Personal Data for its own administrative purposes, whilst undertaking the Contract the Contractor shall comply at all times with the DPA and shall not perform its obligations under the Contract in such a way as to cause the DFE to breach any of its obligations under the DPA.

8. The Contractor shall:

8.1 employ appropriate organisational, operational and technological processes and procedures to keep DFE Data safe from unauthorised use or access, loss, destruction, theft or disclosure as agreed;

8.2 not delete or remove any proprietary notices contained within or relating to DFE Data;

8.3 preserve the integrity of DFE Data and prevent the corruption or loss of DFE Data;

8.4 ensure that any files containing DFE Data are stored on the Contractor’s secure servers and/or secured Contractor Equipment;

8.5 manage and protect DFE Data relating to the Contract using its IT systems (a dedicated student record management system) so that DFE Data can be securely deleted if required;

8.6 not keep DFE Data on any Contractor Equipment unless it is protected by being password protected and its use is necessary for the provision of the Services;

8.7 ensure that any hard copy is destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste;

8.8 perform secure back-ups of all DFE Data. The Contractor shall ensure that such back-ups are available to the DFE at all times upon request;

8.9 not store or host DFE Data outside the United Kingdom or perform any ICT management or support without the DFE’s prior written consent;

8.10 ensure that any DFE Data sent to any third party is:

8.10.1 sent by CD or DVD;

8.10.2 fully encrypted and password protected, with the password for files sent separately from the data;

8.10.3 carried by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

9. If DFE Data is held and/or processed by the Contractor, the Contractor shall supply DFE Data to the DFE as requested and in the format specified by the DFE.

10. If DFE Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the DFE may:

10.1 require the Contractor at the Contractor's expense to restore or procure the restoration of DFEs Data as soon as practicable; and/or

10.2 itself restore or procure the restoration of DFE Data and may invoice the Contractor for any reasonable expenses incurred in doing so.

11. If at any time the Contractor suspects or has reason to believe that DFE Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, the Contractor shall notify the DFE immediately and inform the DFE of the remedial action the Contractor proposes to take.

12. The Contractor shall comply, and shall procure that Personnel comply, with DFE’s Security Standards as set out in the annexe to this schedule 8 and the Security Plan.

13. The Contractor shall ensure that the Security Plan fully complies with the DFE Security Standards.

14. The DFE shall notify the Contractor of any changes to the DFE Security Standards.

15. If the Contractor believes that a change to the DFE Security Standards will have a material and unavoidable effect on its costs it may submit a request for a Variation in accordance with the Change Control Procedure. Any request must include evidence of the cause of any increased costs and the steps it has taken to mitigate those costs.

16. Until a Variation is agreed pursuant to paragraph 15 the Contractor shall continue to perform the Services in accordance with its existing obligations.

17. The Contractor shall use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the Contractor's ICT.

18. Notwithstanding paragraph17, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption DFE Data, assist each other to mitigate any losses and to restore the Services to their maximum operating efficiency.

19. Any cost arising out of the actions of the Parties taken in compliance with paragraph 18 shall be borne:

19.1 by the Contractor if the Malicious Software originates from the Contractor’s software, any software owned by a third party or DFE Data whilst under the control of the Contractor; and

19.2 by the DFE if the Malicious Software originates from the DFE’s software or DFE Data whilst under the control of the DFE.

**ANNEXE 1 to Schedule 8**

**DFE SECURITY STANDARDS**

1. The Contractor shall comply with agreed data security standards.
2. As a condition of the Contract, the Contractor must: *1.* provide all Services, deliverables and milestones in accordance with Requirements 3, 4 & 5 in the Cyber Essential Certification Equivalence Requirements as expressly stated in the table below - which are separate and distinct from any requirement to comply with the Cyber Essentials Certificate itself; and will use reasonable endeavours to provide them in accordance with Requirements 1 and 2 as soon as reasonably practicable; and *2.* be compliant with the cross-government standard GDPR when it comes into effect in May 2018:

**Cyber Essential Certification Equivalence Requirements table**

**Requirement 1. Boundary firewalls and internet gateways**

An inventory of authorised and unauthorised devices maintained

**Requirement 2. Secure configuration**

An inventory of authorized and unauthorized software maintained

**Requirement 3. REDACTED**

REDACTED

**Requirement 4. REDACTED**

REDACTED

**Requirement 5. Patch management**

Administrative privileges actively managed and controlled, and any access requests assessed and reviewed regularly on a case-by-case basis

1. REDACTED
2. The Contractor shall apply the Government’s Protective Marking Scheme (“**GPMS**”) in respect of any DFE Data it handles in the course of providing the Services. If the Contractor has an existing protective marking scheme it may continue to use this but must map the GPMS against it to ensure the correct controls are applied to DFE Data.
3. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme and the method shall be approved by the DFE prior to being used to transfer any DFE Data. If the transfer, handling removable media or handling of portable ICT Equipment involves bulk personal data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
4. Any portable removable media (including but not limited to pen drives, memory sticks, CDs, DVDs, PDPs and USB devices) used to handle, store or process DFE Data, Personal Data and/or Sensitive Personal Data in connection with the Service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. Should the transfer or handling of portable ICT involve bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
5. All portable ICT (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way DFE Data to deliver and support the service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. If the transfer or handling of portable ICT involves bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
6. All paper documents containing DFE Data shall be:
   1. securely protected whilst in the Contactor’s care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation; and
   2. transmitted, both within and outside the Contractor’s premises, in such a way as to ensure that no unauthorised person has access.
7. At the end of the Term or if ICT fails or becomes obsolete, DFE Data shall be securely cleansed or destroyed using an agreed product or method and in line with agreed data destruction principles. If this is not possible for legal, regulatory or technical reasons the Contractor shall protect the ICT until such time as it can be securely cleansed or destroyed.
8. Access by Personnel to DFE Data shall be confined to Personnel who need to know because their access is essential for the delivery of the Service. All Personnel with direct or indirect access to DFE Data must be subject to pre-employment checks equivalent to or higher than the BPSS.
9. Personnel who handle DFE Data must have annual awareness training in protecting information.
10. The Contractor shall have robust business continuity arrangements and processes including disaster recovery plans and procedures compliant with ISO22301 to ensure that the delivery of the Contract is not adversely affected if there is an incident.
11. Any non-compliance with DFE Security Standards, or any suspected or actual breach of the confidentiality or integrity of DFE Data being handled in the course of providing the Services, shall be immediately escalated to the DFE.
12. The Contractor shall ensure that any systems and hosting environments that are used to hold DFE Data being handled, stored or processed in the course of providing the Services are subject to IT Security Health Checks at least annually. The Contractor shall inform the DFE if there are any results of IT Security Health Checks which are relevant to the Service and shall promptly complete any necessary remedial work which is identified.
13. The Contractor shall keep an audit trail of where the DFE’s Data is held, including all ICT. The DFE may audit the Contractor with 24 hours’ notice in respect of the Contractor’s compliance with this schedule 8.
14. As a condition of the Contract, the Contractor must provide all Services, deliverables and milestones in accordance with all parts of the following: *1.* ANNEXE 2 to Schedule 8, which is entitled *Supplier Assurance Framework Annex 1 - Statement of Assurance Version 1.0 – October 2013* and which is attached to this Contract below; and *2.* extracts from an email between the Contractor’s REDACTED and the DFE’s REDACTED dated the 15 September 2017, which are also attached below:

**ANNEXE 2 to Schedule 8**



**~~REDACTED~~**

**Schedule 9**

**Commercially Sensitive Information**

[This Schedule shall be finalised at contract fine tuning stage] **For UEA** **to complete as appropriate**

**Schedule 10**

**The Contractor’s Solution**

Answers to the technical questions as part of the UEA submission

**11.01 Please describe and evidence how you will plan and deliver high quality initial training for educational psychologists.** Your evidence should include but not limited to:

* ·Quality assurance of the training will be delivered to the highest standard, supported through appropriate reporting and management board arrangements.
* ·Resources and funding will be managed including the distribution of trainee course bursaries/salaries.
* ·How the funded places will be distributed in the East of England?
* ·Milestones and the steps required to achieve them.
* ·Key risks, mitigations and contingency plans.
* ·How delivery failure in any aspect of the training will be managed. For bidders from more than one university, how this will be managed across courses.
* ·Contract exit proposals.
* ·Working in partnership with for example other training providers, organisations and employers of educational psychology services.

**External and Internal Scrutiny of the Course**:

The Doctorate in Educational Psychology is designed to meet the 15 standards of professional competence set by the HCPC (Health and Care Professions Council) and the 9 standards for doctoral programmes in educational psychology set by BPS (British Psychological Society). The combined scrutiny of HCPC which will grant approval and the BPS which accredits the course, will ensure quality assurance for appropriateness of training on the course.

The programme is also designed to be eligible for research based degree status in accordance with QAA (Quality Assurance Agency for Higher Education) and HESA (Higher Education Statistics Agency) guidelines. This requires research components to be larger than taught components i.e. at least 51% of credits must relate to research, and that the piece of supervised research produced will contribute to new knowledge, extend the forefront of the discipline, and merit publication. The pass list from the course will count towards the research degree returns to HEFCE (Higher Education Funding Council for England) as part of the Research Excellence Framework for 2021. This requires the School of Education & Lifelong Learning (EDU) to ensure that high quality standards are maintained across all its doctoral programmes (PhD & EdD), and follow the University's code of practice for research degree programmes which forms part of the UEA quality assurance framework. It covers principles of supervisory practice, examination standards, student feedback and satisfaction, annual progress reporting, appropriate doctoral training and professional/personal development support towards employability.

**Staffing and roles**:

*Academic Course Director* – will be a fully qualified, HCPC registered, Educational Psychologist (EP) with appropriate experience, whose main role will be to oversee the effective running of the course. Specifically, s/he will have line management responsibility for the recruitment and retention of appropriately qualified tutors, and ensure successful delivery of the curriculum and learning outcomes required by the BPS and in compliance with the Standards of Education and Training stipulated by the HCPC, and achievement by trainees of the Standards of Proficiency required by the HCPC. Through close liaison with stakeholders, service users, and the contractual arrangements with the relevant government agencies, the course director will also ensure recruitment of trainees compliant with contractual obligations and that enrolled trainees have access to appropriate and successful professional practice placements in all three years of their training. S/he will be supported by the PMC (detail below) in their duties and obligations towards the course. The course director will also have a personal research profile that will complement and extend the existing research interests within EDU and contribute to the academic and professional domain of educational psychology.

*Tutors* – will be university based for part of the week and for the rest week work as EPs for local authorities (LAs) or independently. They will be experienced chartered psychologists actively involved in their employing LAs or other practice. They will able to provide trainees with learning opportunities in terms of teaching, research, professional support and tutorial guidance. All tutors will be involved in research and development activities in schools, communities and other organisations. They will work with placement supervisors to monitor progress of the trainee (details under management of placement section).

*Research Supervisors* – will be university based, research active members of staff drawn from relevant social science schools to match the research areas being investigated in years 2 and 3. EDU, as part of the Faculty of Social Sciences is experienced in supporting research students with co-supervisions across disciplinary boundaries. Where necessary and possible, supervisors will be drawn from EDU, School of Psychology, School of Social Work and the Doctorate in Clinical Psychology (part of the Medical School).

*Administrators* – will support the course in everyday administration including admissions, placements, board/committee organisation, and the accreditation and approval process for the course.

**Committees/Boards**:

*Exam Board*: The board will consist of an external academic examiner, also an experienced EP, the course director, tutors and supervisors. The Board will meet annually. The remit of the board will be to assess the progress of students from years 1 to 2, and 2 to 3, and assess the quality of feedback on student assessments and provide formative guidance for the development of the course.

*Programme Management Committee (PMC)*: The PMC will be consists of the staff leading, teaching and supervising on the course, and representatives of placement providers and regional employers. It will thus bring together practising EPs and employers and academic staff as active partners in the programme. It will have oversight of the development and implementation of the programme including HCPC approval and BPS accreditation, and the delivery and quality assurance, including placement learning and employment destinations. It will receive regular reports on key metrics, trainee progress and the KPIs set out in the contract. The PMC will also be informed of how the course aligns with the university's research degree regulations and quality assurance framework by receiving reports on trainee feedback and annual progress from the School's Post Graduate Research (PGR) Director. We anticipate that the PMC will meet 3 times a year.

*Fitness to Practice Board (FPB)*: The FPB will be consists of staff and employers and will be called upon to make judgements of fitness to practice (more below). It will provide advice on future employment prospects, including pre-placement or pre-employment health checks that may be required by placement providers/employers. These arrangements parallel those already in place for the Doctorate in Clinical Psychology (located within the School of Medicine).

**Trainee support and mentoring:**

Each trainee will be supported across all three years of training by the tutor, through pastoral and academic support. The tutor have oversight of all aspects of their university and placement based training and professional development, with reference to the BPS/HCPC standards. Close monitoring of trainee progress and the relationship built between the tutor and the trainee, will help identify emerging issues at an early stage and address these. There will be a ‘cause for concern’ process to manage and monitor trainee progress, particularly those relating to professional practice and standards. Where a trainee’s progress continues to cause significant concern, the fitness to practice procedure will be used, either to bring the student to the appropriate standard or to manage their exit from the programme. The cause for concern process and the FPB are key elements in maintaining high professional standards.

**Management of Placements:**

In year 1, the university will discuss with local placement providers, the opportunities and numbers of trainees they can support for each placement. In the first part of year 1, trainees will observe/shadow an experienced EP and in the latter part of the year, will be supervised by their tutor during placement. Tutor and trainee will meet on a regular basis to discuss what tasks the trainee needs to complete.

The Practice Placement Partnership Framework (PPPF) will be adopted to provide support for trainees in placements in years 2 and 3. A qualified and experienced EP, practicing in the placement site will be appointed as placement supervisor. The placement supervisor in collaboration with the tutor, is expected to support the trainee to complete placement tasks by providing opportunities and supervision, to advance their competencies. Three way meetings between trainee, tutor and placement supervisor will be held every term to monitor progress with placement experiences.

For placements in years 2 and 3, the course will seek to be part of the REDACTED. The course director will work closely with fellow training partners, LAs, schools, private establishments, to secure placements in the Eastern Region. EDU have been liaising with Norfolk County Council, Bedford, Central Bedfordshire, Essex, Peterborough and Luton, who have provided written support in anticipation of the course being set up, in the form of recruitment, teaching and supervision, placement and possible future employment. The support of the Regional PEP in liaising with the REDACTED has also been secured. UEA Careers Service will also support trainees in their applications to the growing number of private educational psychologist services.

**Financial Administration:**

Resources and funding will be managed through the Faculty of Social Sciences Finance Office, headed by the Faculty Finance Manager (Management Accountant). The Faculty Finance team already manage the distribution of bursary payments from the DFE to trainee teachers and a range of studentship and scholarship payments. The team are therefore familiar with the processes of Grant Agreements and financial reporting. The University has in place financial systems for the receipt of and accounting for funding allocations and for the BACS transfer of bursary payments to students. Systems will be put in place to enable the appropriate authorisation and auditing of bursary payments, including systems for checking that trainees are engaging with the course before payments are made. Key reporting points and payment dates will be included in the implementation plan.

We will work with Year 2 and Year 3 placement providers to determine whether they wish to pay trainees directly or wish to transfer funds to the University in order for us to process payments on their behalf. Our systems will enable us to offer either option.

**Trainee Records and Monitoring:**

As registered students of UEA, all trainees will be managed through our centralised Student Record System (SITS provided by Tribal). The records for these trainees will include attendance monitoring. The tutor will be responsible for monitoring trainee engagement as well as for maintaining and monitoring a training record that captures the learning opportunities completed by the trainee (with reference to the BPS standards).

UEA regularly provides management reports from SITS, for example the HESA report and reports to DFE on Initial Teacher Trainees. The systems will be configured to provide the reports required by DFE (included in the attached implementation plan).

EDU will develop documentation and systems for recording and monitoring trainee progress on placements. These will be shared with placement supervisors, who will receive training on their use on an annual basis (or at the start of each placement). The tutor will be responsible for ensuring that the placement supervisor completes and submits the required documentation.

UEA has in place, systems for managing both short-term and longer-term student absences that may require temporary suspension of studies. These are monitored by central University committees and the Postgraduate Research Service, who ensure consistency and that academic standards are maintained.

**Project Implementation Plan:**

Attached to our documentation is a detailed project implementation plan, covering the period 31 May 2017 (announcement of the outcome) to September 2021 (completion of intake 1). The implementation plan will be overseen in its early phases by a Project Board, consisting of key current UEA staff. The PMC will take over the monitoring and oversight of the implementation plan during 2017/18 as staff are recruited and partnerships with employers formed. The project implementation plan combines methodologies, breaking down activities into areas that broadly follow the trainee lifecycle (recruitment and selection of trainees and course delivery) and other dependencies (staff plan).

There are milestones highlighted within the project implementation plan, these include HCPC approval and BPS accreditation, contract start date, start of recruitment, trainees joining the course, reporting points and end of academic year. Assumptions have been made in respect of monitoring and reporting required by DFE and these will be refined if the bid is successful. Some dates (for example school term dates) are not yet available, so assumptions have been made based on previous dates.

**Risk Register:**

Attached to our documentation is a Risk Register, which the Project Board and then the PMC will review and update regularly. The Risk Register identifies risks, assigns responsibility for monitoring and managing the risk, indicates the monitoring process that will allow us to trigger mitigating actions and what the mitigation or action plan would be. The Risk Register covers factors such as the KPIs set by the Department, programme delivery and placement provision.

In accordance with the draft terms and conditions (section 25) we would draft an exit management plan within three months of the effective date of the contract and review the plan on an annual basis through the PMC.

**11.02 Please describe and evidence how you will successfully manage the design and delivery of the ITEP course content, plus the programme delivery to Intakes for a intake for 2018**. Your evidence should include but not be limited to:

* ·Quality assurance and HCPC accreditation.
* ·Awarding body (ies).
* ·Maintaining up to date course curriculum to reflect changes in policy direction, he needs of employers of educational psychology services and service users.
* ·Milestones and the steps required to achieve them.
* ·Key risks, mitigations and contingency plans
* ·Trainee support.
* ·Management of resources and funding.
* ·A range of experiences to support the training content.
* ·Supervision arrangements both academic and practice placement.
* ·Working in partnership with other training providers, organisations and employers of educational psychology services to improve ITEP courses.
* ·Monitor and achieve satisfaction ratings that exceed 90% of trainees rating the programme good or above.

**Quality Assurance:**

The Programme Management Committee (PMC), comprising the academic staff delivering the programme, the Programme Director, representatives of placement providers / employers and trainees, will oversee the design and content of the course. This membership will ensure that the design of training is informed by the latest research, changes in policy as well as the needs of the profession and employers, helping to ensure that it remains current.

The PMC will ensure that the design and content of the course and learning opportunities meet the 15 standards of professional competence set by the Health and Care Professions Council (HCPC) and the 9 standards for doctoral programmes in educational psychology set out by the British Psychological Society (BPS). The doctoral award will be made by UEA, with the programme meeting the requirements of QAA and HESA in respect of doctoral training. The School of Education & Lifelong Learning (EDU) will maintain coherence and quality across all its doctoral programmes (including PhD & EdD), and follow the University's code of practice for research degree programmes which forms part of the UEA quality assurance framework. It covers principles of supervisory practice, examination standards, student feedback and satisfaction, annual progress reporting, appropriate doctoral training and professional/personal development support towards employability. At UEA all postgraduate research courses are governed by a structure stretching from school to faculty and to the university levels.

The standards of the programme will therefore be assured through

* the University’s internal approval, validation and review procedures
* joint HCPC approval and BPS accreditation (anticipated spring-summer 2018)

The course will also be supported by an Exam Board which will comprise an external academic examiner, also an experienced EP, the course director, tutors and supervisors. The remit of the board will be to assess the progress of students from years 1 to 2, and 2 to 3, and assess the quality of feedback on student assessments and provide formative guidance for the development of the course.

**Course content and structure:**

In terms of content and ethos, the course is designed with the principles of critical psychology, critical pedagogy and social justice at its core. At the core of the course is the importance placed on equality and diversity, and the goal of promoting inclusion and anti-discriminatory practices to serve the needs of mostly vulnerable children and young adults who will use the service of trained EPs. These and other issues that are likely to be of growing importance to the field of educational psychology will inform the course content as the programme develops.

All elements of the course are designed to complement each other – placement experience, university taught components and research components – and trainee success will depend on all components being successfully mastered. The learning outcomes tied to each taught component/module, placement experience as well as the final thesis, will demonstrate how the standards required by HCPC and BPS will be met. The course although located in the School of Education & Lifelong Learning, will closely collaborate with lead academics in the Doctorate in Clinical Psychology, the School of Psychology and the School of Social Work. There is a depth of expertise and research experience in these programmes and schools and we will continue to seek opportunities to share good practice and teaching opportunities across them. The lead academics of the Doctorate in Clinical Psychology have already been involved in guiding aspects the course and providing input on thesis options, drawing on their experience. Potential overlaps in taught components between the proposed course and existing courses like the Doctorate in Clinical Psychology are being considered. The School of Social Work already provides a day long advanced doctoral training in 'researching vulnerable children and populations', an adaptation of which has been agreed as part of the research module of the proposed course.

The course will work to a model of approximately 220 days per year, excluding weekends, holidays and statutory days. The placement days will be mapped to school term days. In years 1-2-3, the approximate distribution of timetabled, university days will be 105-45-45; independent research days will be 45-45-45; and days in placement 70-130-130.

180 credits each year x 3 years (10 hrs of work for each credit, approx. 1,800 hours of study each year).

Year 1 – 4 taught modules totalling 180 credits (including placement) with 8 assignments accounting for 25,000 words (averaging 3000 words per 20 credits). The four modules will be: Child in Context; Critical Perspectives on Consultation, Assessment & Intervention; Professional Practice: Working with Organisations, Families and Individuals (placement & taught component); Doing Research with Children and Young People. Learning outcomes on each module are tied to HCPC and BPS standards.

Year 2 – 2 taught modules totalling 180 credits (including placement) with 2 assignments on reflective practice reports accounting for 8000 words each and work towards thesis – research proposal of 5000 words, ethics application; begin systematic review of research in chosen topic. The two modules will build on year 1 modules - Professional Practice: Therapeutic Intervention & Inclusion; Advanced Research Methods and Analysis.

Year 3 – Most interaction with trainees during timetabled university time will be one-to-one supervision and student presentations of work in progress. Completion of systematic review and thesis main focus. Thesis: Work towards the thesis will be completed across years 2 and 3 and be undertaken on independent study days and not overlap with practice placement time; 20,000 word systematic review of research + 20,000 word empirical study. Viva voice examination to include both components.

Key pieces of assessment in each of the three years indicate important milestones for trainees to achieve. Each year will build on and return to, key concepts and ideas critical to the work of educational psychologists and the contexts in which they will work, which would be introduced in year 1. In year 1 semester 1, assignments are shorter pieces, gradually increasing in size and reducing in quantity as the course progresses. This reflects the expectation that students will gain greater independence in studying areas relevant to their interest and work placement experience. In years two and three, there will be a shift to a greater professional identity and increased work placement component. These years are divided largely between work placement, independent research time, and time at university involving one-to-one supervisory meetings, workshops and student-led presentations on their work-in-progress. There will be far less lecture/seminar based input in the final two years. Invited practitioner speakers will offer input drawing on their practice/expertise.

In year 1 feedback is offered through formative one-to-one tutorials and summative assessment pieces. Year 1 will build the core professional competencies required that will be continuously tested and expanded through the placement experiences of all three years.

The tutor will play a key role in the trainee’s programme, agreeing a professional development plan with them in Year 1, which will be shared with the placement supervisor at the transition into Year 2 and Year 3, and which will be monitored on a regular basis through tutorials with the tutor in Year 1 and through the three way meetings between trainee, tutor and placement supervisor in Years 2 and 3.

In addition to face-to-face contact, trainees, tutors and placement supervisors will also maintain contact via telephone, email or Skype while on placements, as necessary.

We anticipate that the tutor will remain as the research supervisor in most cases except where the topic of research necessitates a different research supervisor being allocated. The supervision of research will be governed by the university's code of practice for research degrees.

**Student satisfaction:**

Currently the doctoral supervision ratings for the EDU are high, consistently over REDACTED in the last two national PRES (Post Graduate Experience Survey) reports from 2013 and 2015.

EDU will seek to continue to maintain these high satisfaction scores with the new trainees on the proposed course. We will monitor student satisfaction annually, through formal and informal systems.

**Placement supervisors training and support**:

It will be the role and responsibility of the tutor to monitor and review the learning opportunities made available to the trainee both in taught sessions and on placement. Where issues emerge, the tutor will work with trainee and placement supervisor (where appropriate) to formulate a remedial plan.

Support for placement supervisors will be provided in the following ways:

* In the summer term of Year 1 we will provide training for those supervising trainees as placement supervisors in Year 2 and will offer refresher training during Year 2, in preparation for Year 3 placements. The training/refresher days at the university will be a combination of lectures, discussions and workshops. The course director will be responsible for the organisation of this day.
* The Professional Development Plan will be shared with each placement supervisor in Years 1, 2 and 3 to ensure that they are aware of the requirements.
* Regular meetings between tutor and the placement supervisor to discuss trainee progress will include setting expectations.
* We will draft a range of documentation for placement supervisors to record trainee progress.

**Placement arrangements:**

In year 1, the university will discuss with local placement providers, the opportunities and numbers of trainees they can support for each placement. In the first part of year 1, trainees will observe/shadow an experienced EP and in the latter part of the year, will be supervised by their tutor during placement. Tutor and trainee will meet on a regular basis to discuss what tasks the trainee needs to complete.

The Practice Placement Partnership Framework (PPPF) will be adopted to provide support for trainees in placements in years 2 and 3. A qualified and experienced EP, practicing in the placement site will be appointed as placement supervisor. The placement supervisor in collaboration with the tutor, is expected to support the trainee to complete placement tasks by providing opportunities and supervision, to advance their competencies. The trainee will submit this work both to the placement supervisor (as part of their case work) and to the tutor (anonymised) as evidence of their practice. Three way meetings between trainee, tutor and placement supervisor will be held every term to monitor progress with placement experiences.

For placements in years 2 and 3, the course will seek to be part of the REDACTED. The course director will work closely with fellow training partners, LAs, schools, private establishments, to secure placements in the Eastern Region. EDU have been liaising with Norfolk County Council, Bedford, Central Bedfordshire, Essex, Peterborough and Luton, who have provided written support in anticipation of the course being set up, in the form of recruitment, teaching and supervision, placement and possible future employment. The support of the Regional PEP in liaising with the SEEL consortium has also been secured. UEA Careers Service will also support trainees in their applications to the growing number of private educational psychologist services.

**Employability**:

We anticipate a near 100% employment status for graduates from the course. Upon successful completion of the defence of their thesis, which will follow similar timelines of courses in the country, the course will ensure that the pass list of graduates is registered with the HCPC to allow graduates to start practising as EPs immediately thereafter. With the shortage of EPs in the Eastern Region (currently about 25% short), we anticipate that graduates will be able to secure employment in a range of institutions and organisations. UEA Careers Service will also support trainees in their applications to the growing number of private educational psychologist services.

**Risk Management**:

We attach a risk register below.

**Resources and Funding**:

Trainees will be encouraged to make full use of the range of resources available to them in the shape of the full suite of library resources including e-books/e-journals, and physical resources such as dedicated, bookable PGR workspace, and the wider research environment with a full programme of doctoral seminars, doctoral conferences, advanced doctoral training, and personal and professional development courses

ere are bookable computer labs which will be used for research training purposes.

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| Risk Log |

**11.03 Please provide details and evidence of how you will plan and deliver high quality and sufficient distribution of practice placements throughout the course.Year 1:**

We anticipate that these placements will all be within the Eastern Region. In year 1, the university will discuss with local placement providers, the opportunities and numbers of trainees they can support for each placement. Placements will be allocated by the university to all trainees in year 1. The process of allocation will be made known to all, with particular attention to the fairness of allocations. In year 1, the emphasis will be on giving all trainees exposure to a range of placement sites to increase the diversity of learning opportunities. Tutor and trainee will meet on a regular basis to discuss what tasks the trainee needs to complete. The role of the tutor is to make sure that the trainees allocated to them are learning from a range of diverse opportunities and they will report this to the course director.

Placements early in year 1 may involve more observation and shadowing of a qualified and experienced EP and in the later part of the year, placement experience will involve a more active participation, in a range of situations and sites. These will be overseen by the tutor through their placement visits. They will discuss regularly, what tasks the trainee needs to complete and register this through placement documentation. The tutor is expected to support the trainee to complete tasks by providing opportunities and supervision, to advance their competencies.

**Years 2 & 3:**

The Practice Placement Partnership Framework (PPPF) will provide the guidelines for supporting trainees in placements, particularly in years 2 and 3. For placements in years 2 and 3, the course will seek to be part of the REDACTED. We will work closely with fellow training partners, local authorities, schools, to secure placements in the Eastern Region, for trainees. Several local authorities have communicated their support for the course in terms of helping with recruitment, teaching and supervision, placement and possible future employment. We have been liaising with Norfolk County Council, Bedford, Central Bedfordshire, Essex, Peterborough, Luton, and they have provided written support in anticipation of the course being set up. We also have the support of the Regional PEP in liaising with the REDACTED.

**Practice Placement Arrangements** (as outlined in the PPPF):

At the end of year 1, trainees and their tutors will have a sense of competencies and development needs (HCPC/BPS standards) that have been addressed and those that will need to be addressed or developed. This competencies and needs analysis will be noted and communicated to the placement provider.

A qualified and eligible (qualified EP with minimum two years' work experience) placement supervisor will co-ordinate trainee's practice in conjunction with the tutor to ascertain placement requirements. Together, the trainee, placement supervisor and tutor will devise the trainee's professional development plans.

Guidelines on placement will be set out by the university, based on HCPC SETs and BPS requirements.

Placement provider will provide trainee with information on policies, procedures and practices with which to comply (for example, Safe guarding, Lone Working, etc.).

Trainee will provide the placement provider with DBS checks completed by university, through the university's DBS service.

Child protection training will have been provided to the trainee by the university prior to placement and an advanced learning opportunity is expected to be provided by the placement provider.

**Supervision and monitoring:**

A supervision contract will be agreed on, by university and placement provider, before the start of placement. Supervision arrangements will adhere to BPS accreditation criteria (eg. a minimum level of formal supervision of one half hour per day on placement). Records of supervision will be monitored by the university.

The 3 way review meetings will take place termly. The TEP Placement Plan outlined in the PPPF will be used for this purpose to evidence the plan and actions taken.

The placement supervisor is expected to observe trainee and offer clear and specific feedback as well as more general formative feedback.

The trainee will submit work both to the placement supervisor (as part of their case work) and to the tutor (anonymised) as evidence of their practice.

The range of placement experiences will be balanced to be appropriate in terms of time, complexity and breath of work. Supplementary placement where necessary may be organised by the university.

The university will organise each year, a briefing/training session which all placement supervisors will be expected to attend. These will be evaluated by trainees and certificates of attendance will be supplied in keeping with HCPC requirements.

The days required for placement will be maintained over the three years (300 in all). Trainees will keep a record of time spent on placement and notify university and placement provider in case of absence due to ill health. Absences will be supported by a programme led by tutor, to allow trainee to compensate for lost learning opportunities

**Research and placement:**

Thesis supervision will be provided by the university (may or may not be the same as university tutor). The thesis data collection and analysis is expected to be carried out in study time, separate to the practice placement time. Where there may be a high degree of overlap between the placement and the thesis, data collection may be carried out during placement time but analysis and writing up will be expected to be done during the independent research time.

All research must have prior ethics clearance through submission of research plan and appropriate documents signalling informed consent, to the Research Ethics Committee of EDU.

The process outlined in appendix 3 of the PPPF document will be followed in cases where problems arise regarding placement practice. In all cases, a collegiate approach will be encouraged with open communication between the parties involved to allow for a quick and professional resolution.

**12.01 Please provide details and evidence as to how you will support the central ITEP application process run by the Association of Educational Psychologists (AEP).** Evidence should include but not be limited to:

* Ensuring a fair, open and transparent recruitment process
* How you will recruit 10 places while retaining high quality candidates from a diverse range of experiences
* Ensure all successful candidates meet the entrance criteria laid out in the ITEP Applicants Handbook and understand fully the conditions of funding (EPFT scheme contract).
* How you will have the capacity of support the full application process and support trainees during the process/post selection.
* Working in partnership with AEP.
* How will you ensure that the trainees will remain on the course for 90% to go on to employment.

**Attracting and retaining the right applicants:**

We outline the various stages and processes envisaged to attract and retain the right applicants to UEA's course.

**Advertising:**

EDU will work with the AEP in advance of the course commencing to ensure that the course can be advertised through the Association for Educational Psychologists website (<http://www.aep.org.uk>) This will ensure that UEA will be registered to appear as an option before the application process for the 2018 intake begins.

As a course that will be part of a national funded scheme, the Association of Educational Psychologists will manage the on-line application process (with specific residency criteria to apply for the scheme): http://www.aep.org.uk/training. This application process outlines the conditions of the EPFT funding to all applicants at the time of application.

To ensure that the course recruits the 10 funded places and more, it will also be advertised through the UEA website and via other external sites used to advertise PhD and PGR opportunities nationally and internationally, e.g. [www.findaphD.com](http://www.findaphD.com), [www.prospects.ac.uk](http://www.prospects.ac.uk) and [www.jobs.ac.uk](http://www.jobs.ac.uk).

**Eligibility requirements:**

The course will adopt the full set of minimum eligibility requirements specified by the DFE (see below). Our admissions screening process will check for compliance with the minimum eligibility requirements before the shortlisting process begins.

\* 2:1 (or minimum 2:2 where there is extensive and appropriate experience) or above in a UG psychology degree OR a conversion course OR a psychology-based masters degree.

To be eligible for the EPFT funding scheme, applicants, must also have:

\* Minimum 1 year full time (37 hrs a week or equivalent of part time) paid employment experience of working with children/young people within education, health, social care, youth justice, childcare or community setting

\* Must be eligible to work in England for the duration of the course and for at least 2 years afterwards

\* Must be UK resident. Non-UK applicant must have been living in the UK at the time of application for at least 6 months and be able to provide proof of residency

\* Must have a good command of written and spoken English. If English isn’t the first language, applicants must provide recent evidence of meeting the required standard – IELTS overall grade of 7.0 with a minimum of 7.0 in each sub test.

**Recruitment process:**

UEA will adhere to the application timetable set by the AEP.

In keeping with national trends, we estimate that the course may be oversubscribed, particularly because of the lack of similar courses in the Eastern Region. The selection and evaluation criteria outlined below will allow the best candidates to be identified for funded places on the course.

We envisage a competitive recruitment process that will assess and evaluate applicants for their suitability and level of preparedness for a place on the course. This will be a 3 stage sifting process of (i) shortlisting applications that meet the DFE criteria, (ii) a ranking of verified applications based on the appropriateness of their experience and academic background, and (iii) a final interview and task based assessment of shortlisted applicants in person. For example potential approaches are: a group task with two observers (whole group or individual, broad theme or scenario) and individual task (presentation, reflection, etc.). The task might be a video scenario or a topic list is given in advance.

The criteria for shortlisting and evaluation of applicants will be designed to assess their preparedness to undertake the course on five parameters – academic background and experience; collegiality & ability to work with others; critical thinking and response; understanding and commitment to the EP profession and future role; communication skills.

Particular attention will be paid to the final composition of the intake to ensure a suitably diverse range of candidates are selected, through appropriate shortlisting and interview, to sustain optimal learning conditions for those on the course.

The university's PGR admissions office will administer the process and support the academic lead - the course director, and the selection panel members drawn from local authorities and prospective employers, for the entire application, recruitment and offer process. The PGR admissions office is experienced and already set up to direct queries, answer and support enquiries from national and international, prospective and current applicants.

Successful candidates will be immediately instructed about DBS check processes and requirements to ensure that candidates will be ready to begin placement experience within the first semester. UEA has an experienced student disclosure service which will process enhanced disclosures with the DBS.

**Safeguarding:**

In line with HCPC and DFE requirements, acceptance on the course will be conditional on a satisfactory DBS certificate. As part of the offer letter, the PGR Admissions Office will write to offer holders, asking them to self-disclose any issues that may appear on a DBS certificate, with a deadline for doing so. Any matters disclosed in this way will be referred to the Educational Psychology Fitness to Practice panel, comprised of academic staff and representatives of employers. The Panel will determine whether the offer holder can progress to the course on a case-by-case basis, with reference to the likelihood that the individual would be employable in an Educational Psychologist role. The Panel will be timed to ensure that any offer holders who are rejected at this stage can be replaced (the timing is described further in the implementation plan). At the point that an offer is made, applicants will also be asked by the University’s Student Disclosure Service (which already coordinates the DBS process for trainee teachers, nurses and other professionals) to commence the DBS process. The Student Disclosure Service will track the DBS application and will flag any DBS certificates that contain information. Applicants will be required to show the original of the DBS certificate and this information will be checked against any self-disclosure already provided. The Fitness to Practice Panel will consider any instances where the information provided through self-disclosure varies from information contained on the DBS certificate.

Deferrals and withdrawals: Successful candidates, should they need to defer their place, will be allowed to do so up to a year provided UEA is still running the course. If a successful candidate withdraws within the first month of registration, their place may be offered to those on the reserve list.

**Retaining applicants:**

The course will have an inbuilt, informal and formal, evaluation and feedback process to encourage open, two-way communication and thus retain applicants. The course will be included in the existing feedback and monitoring systems in place for other PGRs in the School of Education and Lifelong Learning. Once every quarter, there will be a formal opportunity for students to offer opinions, suggestions, critique to improve the course for themselves and future intakes of students. Meeting notes will be circulated to all intake members to allow them an opportunity to respond in writing or in person. All student feedback will be directed to the course leader for response and action, and followed up by the School's PGR Director.

An annual anonymous feedback opportunity at the end of each year will also be offered to candidates.

Along with all other postgraduate research students at UEA, the students on this course will be anonymously surveyed biennially through the PRES (Post graduate research experience survey) and results analysed and responded to, at the course level.

**Employment:**

We anticipate that there will be a near 100% employability for students graduating, as is the case nationally. In particular, we anticipate that the shortage of EPs in the Eastern Region will absorb the graduates both for the placement during the course and after graduation. Several local authorities have pledged support for the course in terms of supporting recruitment, teaching and supervision, placement and possible future employment – in particular, Norfolk County Council, Bedford, Central Bedfordshire, Essex, Peterborough, Luton, who have already provided written support in anticipation of the course being set up.

**12.02 Please provide details on how you will monitor and manage the collection of data/information requested by DFE**. Evidence should include but not limited to:

* Progress against key performance indicators
* Monthly reports to the DFE on updates on recruitment, deferrals, placements, course leavers and destination data.
* Actions taken to address any causes of concern raised by trainees/employers/regulators.
* Providing feedback and lessons learned following each recruitment process.
* Participating, on request, to the ITEP National Steering Group, and associated national policy developments affecting the direction of future training the profession.
* Support the implementation of any review of training agreed recommendations.

**Reporting and course management:**

The Programme Management Committee will have oversight of course management and will receive and review management information reports linked to the key metrics set out in the contract and linked to BPS and HCPC criteria. The data to inform these reports will be collected and managed by UEA's Postgraduate Research Service (PGR Service), using the UEA central student record system. The PGR Service already supports monitoring mechanisms across UEA and delivers reports which meet the needs of various funding bodies, including UK Research Councils (UKRC). University Tutors will play a key role in the monitoring of student progress. Through regular meetings with trainees and Placement Supervisors they will identify emerging issues. A framework of reporting documentation will be put in place to collect data on student progress. This will be supplemented by regular and periodic monitoring of data held within the student record system, such as volume of applications, equality profile of applicants, number and location of placements.

The exam board will consist of an external academic examiner, also an experienced EP, the course director, tutors and supervisors. The Board will meet annually. The remit of the board will be to assess the progress of students from years 1 to 2, and 2 to 3, and assess the quality of feedback on student assessments and provide formative guidance for the development of the course.

**Contract management:**

We will provide monthly reports to DFE on all aspects of student progress through the life course of the project. Actions taken to address cause for concern will be taken and reported. A summary report on feedback and lessons learned from each recruitment process will be provided. We will support the implementation of any review of training recommendations.

**Our student record system:**

The course will be supported by an administrative team that is experienced in dealing with doctoral students and their progression. The PGR office is part of the monitoring mechanism set up within UEA to meet the requirements and standards of various funding bodies including the UKRC (UK Research Councils). At every stage of the course, there will be regular and periodic monitoring of student progress as is currently the case for all doctoral students. The PGR MIR (Management Information Report) will be adapted to supply monthly reports to meet DFE demands. Matters relating to numbers recruited in each intake, deferrals or withdrawals, can be routinely reported.

The monitoring system will account for individual student attendance rates, course work and assessment submissions. Procedures already in place for the annual progress reporting which involves a face to face meeting of students and supervisory teams with the aim of reviewing progress, setting goals and identifying training needs will be adapted for this course. The review of every student's report and actions taken will continue under the oversight of the School's PGR Director.

**Placement procedures:**

The Practice Placement Partnership Framework (PPPF) will provide the guidelines for supporting trainees in placements, particularly in years 2 and 3. In year 1, the university will discuss with local placement providers, the opportunities and numbers of trainees they can support for each placement. A qualified and experienced EP who works for the placement provider will be assigned to the trainee as supervisor. They will meet on a regular basis to discuss what tasks the trainee needs to complete. The supervisor is expected to support the trainee to complete said task by providing opportunities and supervision, to advance their competencies. The trainee will submit this work both to the field work supervisor (as part of their case work) and to the university (anonymised) as evidence of their practice.

For placements in years 2 and 3, the course will seek to be part of the REDACTED once the results of the tender are announced. We will work closely with fellow training partners, local authorities, schools, to secure placements in the Eastern Region, for trainees. Several local authorities have communicated their support for the course in terms of helping with recruitment, teaching and supervision, placement and possible future employment. We have been liaising with Norfolk County Council, Bedford, Central Bedfordshire, Essex, Peterborough, Luton, and they have provided written support in anticipation of the course being set up. We also have the support of the Regional PEP in liaising with the REDACTED. UEA Careers Service will also support trainees in their applications to the growing number of private educational psychologist services.

**Reporting and action taken in response to complaints/concerns:**

UEA has complaints procedures that are both informal and formal in status. We are cognisant of the complexities that may arise when students are employed as well as in training. UEA has experience of managing these situation and of working with providers/employers. Drawing on this experience, we will put in place, procedures to deal with matters relating to placement learning so that problems that may arise are spotted early and responded to appropriately, bearing in mind the needs of both trainees and employers. We will therefore work with the principle of addressing issues and concerns in a collegial way that addresses both sets of needs and maintains our obligations to trainees while preserving important relationships with employers. We will adopt procedures outlined in Appendix 3 of the PPPF.

Exam board and opportunity to discuss lessons learnt across each year – from recruitment to placement, assessment, supervisory arrangements, employment.

The School would welcome any opportunity to be part of ITEP National Steering Group and any other national steering group or association of course directors whose purpose is to improve the provision and training of EPs.

**Appendix 1 – Implementation Plan**



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**Points of clarification11.01• Can you please clarify what the strategic approach is to distributing the Practice Placements?**

Strategic priorities to distributing placements are:

1) to offer diversity of learning opportunity in keeping with HCPC SETs and BPS requirements and

2) aim to meet needs of schools, LAs and EPs in the Eastern Region.

In year 1, the aim of placements is to offer trainees exposure to a broad range of situations and sites in which EPs typically practice. The Eastern Region has a wide mix of urban and rural sites and we will seek placements in both types of locations. Before the start of each year, the university (responsibility of course director) will discuss with local placement providers and EPs, the opportunities and numbers of trainees they can support for each placement. We will attempt to match the opportunities arising locally with the need to offer each trainee as broad a range of situations and sites as possible. The University Tutor’s role is to ensure that trainees are learning from diverse opportunities and they will be required to report to the course director on this. Where the placements are not felt to be sufficiently diverse to satisfy training needs, we will seek additional placements to supplement placement training.

In years 2 and 3, practice placements will be distributed through the REDACTED, to which we will seek to belong. Our understanding of the consortium’s working is that it seeks to distribute placements in such a manner as to balance trainees’ top 3 preferences for placement locations and the needs of the LAs that contribute to the consortium through bursaries. In addition, our conversations with LAs in the region indicate that there is a desire and a demand to retain trainees in the region and they have given written assurances of willingness to support the course in securing placements and future employment. (More details in other answers below).

**Can you please clarify/expand the exit strategy?**

The course will not be viable without the funded places for trainees and will close when the contract ends. UEA is investing in this programme in anticipation of securing the next tender, so that by the time the contract for the first intake (September 2018 starters) expires, we would be in a good position to secure the contract for the next intake/s. As set out in the Invitation to Bid documentation, a detailed exit plan will be submitted within 3 months of securing the tender, and will tie in with the obligations specified as part of the contract.

At this point in the process, we can state the following:

• UEA will maintain key staff and administrative support for the course until the end of the contract.

•Trainees will be informed of the end of contract and standards of teaching and supervisory support will be maintained for the last intake in keeping with UEA Student Charter and Code of Practice for postgraduate programmes. Where necessary, supervisory support will be maintained through the provision of temporary contracts with staff as is current practice for staff who retire or leave the university in the course of the final thesis preparation.

•In terms of retaining student records and transfer of data, the course will fulfil its obligations to all bodies like the HCPC and BPS and will retain core information in accordance with the UEA records retention policy for registered students.

•For trainees who may have had to take a break in the course of their studies due to extenuating circumstances (maternity, bereavement, ill health, etc.), and are therefore out of sync with their intake, the university will put in place arrangements to supplement their training, whether through taught sessions, supervisions or placements, so that they are able to continue with the degree (even if the course may have closed by then). Key to these arrangements will be setting up agreements with the employers to maintain their bursaries/salaries to enable them the opportunity to successfully complete the course. On the part of the university, we will seek to find child psychology placements with the help of the Doctorate in Clinical Psychology course, and their placements, to afford the same opportunities for the trainee to acquire the required competencies. All of these arrangements will be scrutinised by the Programme Management Committee (PMC) before the course is due to be closed.

**Can you please clarify what the plans are for engaging with those who have been cited in the proposal for now and throughout the contract?**

To design the course and to bid for the current tender, we have been building links with the following regional stakeholders who will be crucial to the success of the course. Currently, the following Principle Educational Psychologists from local authorities in the Eastern Region have expressed a willingness to both offer placements from trainees on the course, as well as contribute to the teaching on the course: REDACTED) who supports this course in principle. Many potential partners have expressed support for the course which they also see as helping to build capacity in the region in terms of sharing research and expertise through participation in the course.

If we are successful with the tender we hope to return to these and other councils to build our partnership with them. A variety of stakeholders will be involved in the Programme Management Committee (PMC) and are being, and will continue to be involved in the development of the course. We anticipate that the context in which the course and the trainees will work will continue to be fluid and that the course will need to be responsive to changes to remain successful. In year 0 (2017/18) therefore, the course director will be engaged with the detailed co-ordination and planning for the course with the stakeholders. At this stage, we anticipate that we will seek to develop relations with stakeholders to address the following areas:

* Approximate placements they will be able to support for the first intake in years 1, 2 and 3, including the range of opportunities and any needs specific to their authority
* Understand budgetary limits and other constraints that may be specific to each authority
* -Their current experience with supporting trainees for other university courses in the South and East and how they would be able to extend this to the new trainees and to the specifics of this particular course
* Specific support they can offer in terms of serving on recruitment panels, Fitness to Practice Board, and offering special teaching and workshop sessions for trainees
* Experience of tutorial and supervisory support for EPs, and possibilities of working with UEA supervisory training

In addition, the School of Education and Lifelong Learning runs a successful PGCE course for primary and secondary trainees in the region. This programme works with a vast network of primary and secondary schools with whom we have maintained excellent working relationships over the years. UEA also has extensive experience of building, maintaining and managing partnerships with external stakeholders through Nursing, Allied Health Professions, Medical Education and Social Work. As the course develops in close collaboration with the Doctorate in Clinical Psychology and the the School of Social Work, it is well positioned to draw on this wealth of experience.

**11.03• Clarify the Thesis submission date**

We anticipate that the thesis submission will be in early June (between 5-12 June), and the vivas to be held in early July (5-12 July). We are aware that pass lists need to be promptly reported to the HCPC to allow trainees to start employment in the following autumn and will seek to hold all vivas within a week in early July to allow time for minor amendments to be completed in time for the final copy of the thesis to be submitted.

**Clarify what the Practice Placements will be in year 1 and how these will be ready in time**

Once the tender is secured, the university will set in place, agreements with a range of sites to ensure that there are no delays with securing practice placements. As set out in our project plan, one of the main responsibilities of the course director in year 0 (2017/18) will be to build relationships with local placement providers. We anticipate that we will have provisional placement allocations in place before the start of the course, in spring 2018. Local LAs have reiterated their support (orally and through email correspondence) for supplying placement supervision from the very first year of the course and we do not anticipate any major obstacles in this regard.

DBS checks for trainees will have been completed at the start of the course. Where necessary, we will seek out additional placement opportunities drawing upon our existing network of schools for PGCE teacher training placements. Both sets of placements in year 1 will be arranged to fit with the school year, i.e shorter placements in term 1 and 2 and the 10 week block placement in June-July.

**Clarify how the deferral process will work after the contract ends (if the trainee cannot complete within 3 years)**

By ‘deferral’ we are referring to the process of offering excellent candidates who may be temporarily prevented from joining the course, the option of taking up a place in the following year. This is in anticipation of future contracts being awarded to UEA for training subsequent intakes. Trainees will not be able to defer their place on the course to the following year if the course contract ends before the 3 years required to finish the degree.

To avoid confusion, we would like to also discuss ‘intercalation’ here. This term is used by UEA to indicate occasions were students may need to take a break from their studies due to extenuating circumstances (maternity, illness, bereavement, etc.). In such cases, we will follow our code of practice to support the student once they are fit to return to study and allow them to complete in due course. More details were outlined under the exit strategy query earlier.

**12.01• Clarify how the Fitness to Practice Group links to HCPC’s fitness to practice**

The Fitness to Practice procedures that apply for the duration of the course are distinct from the HCPC fitness to practice processes, which come into play once the trainee is registered to practice. For the duration of the course itself, there are two kinds of fitness to practice triggers – one from the academic side, for example failure to complete academic work, and the other from the placement side, which may pertain to matters such as inappropriate conduct, etc. At UEA, professional courses (like the Doctorate in Clinical Psychology) use Fitness to Practice Boards (FPBs) to investigate trainees’ progress where there is a cause for concern during the course of their programme. The model we have proposed for this course maps against these same processes and the matter will in most cases be dealt within the university. HCPC may be notified where appropriate.

**Expand on your relationships with employers**

As noted earlier in this document, we have started building close partnerships with the local authorities in the region as they are likely to be the principle employers. Our conversations with them have reinforced the findings of the Association of Educational Psychologists (AEP) which estimates local shortages to be at least 25%. At the same time that statutory Special Educational Needs (SEN) assessments are up 43% in Norfolk alone in 2015/16. Other LAs in the region face similar shortages of EPs. Currently our conversations with them have been very supportive and amicable.

In terms of placement support for years 1, 2 and 3, we have assurances from local LAs that lead us to believe that we will not have trouble securing placements for the Sept 2018 intake (in the first instance). This bodes well for future employment of the trainees, and the course will continue to build on these partnerships which will be vital for the success of the course.

We will also include employers in the recruitment panels, on Fitness to Practice Boards and most importantly, the Programme Management Committee (PMC) as covered in the tender documentation.

1. East of England as defined by

   https://www.gov.uk/government/statistics/2001-rural-urban-definition-la-classification-and-other-geographies [↑](#footnote-ref-1)
2. To be agreed at contract fine tuning [↑](#footnote-ref-2)
3. To be agree at contract fine tuning stage [↑](#footnote-ref-3)
4. To be agree at contract fine tuning stage [↑](#footnote-ref-4)