

**Annex A to Schedule 7 - Order Form**

<b>Date of Order</b>	Friday, 06 March 2020	<b>Order Reference Number</b>	CS20028
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**FROM:**

<b>Participating Authority</b>	Department for Business, Energy & Industrial Strategy (BEIS)		
<b>Address of Participating Authority</b>	1 Victoria St, Westminster, London SW1E 5ND		
<b>Invoice Address</b>	<a href="mailto:ap@uksbs.co.uk">ap@uksbs.co.uk</a>		
<b>Contract Manager</b>	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>		
<b>For and on behalf of the Participating Authority</b>	<b>Signed:</b> <b>Name:</b> <b>Date:</b> <b>Title:</b>		

**TO:**

<b>Supplier</b>	Makers Academy
<b>Supplier's Address</b>	50 - 52 Commercial Street London E1 6LT
<b>Contract Manager</b>	
<b>For and on behalf of the Supplier</b>	

This Call-Off Contract is conditional upon the provision of a Guarantee to the Participating Authority from the Guarantor in respect of the Supplier.

<b>Company</b>	Makers Academy	
<b>Company Address</b>	50 - 52 Commercial Street London E1 6LT	
<b>Account Manager:</b>	<b>Name:</b> <b>Address:</b>  <b>Phone:</b> <b>Email:</b>	

## 1. TERM

### 1.1 Services Commencement Date

This Call-Off Contract commences on: 13/04/2020

### 1.2 Expiry Date

This Call-Off Contract shall expire on: 14/06/2021

### 1.3 Services Requirements

1.3.1 This order is for the Services outlined below.

This order is for the Services outlined below. This is a Call-Off Contract subject to the terms of an initial procurement event administered by the Government Digital Service (Cabinet Office). Under the initial procurement, Government Departments jointly procured an apprenticeship programme with the Supplier by utilising the Dynamic Purchasing Agreement set up under OJEU ref: 2017/S 041-074961. The 'Supplementary Details' section below provides more background on the initial procurement event and the Participating Authority joined the initial group of Government Departments on 13/04/2020. As required (and as set out in the Supplementary Details below), in order to appoint the Supplier to provide the Services this individual Call-Off Contract has been entered into between the Participating Authority and the Supplier.

It is mutually recognised that the volume of these services utilized by the Participating Authority may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contracts.

### Scope of Services

During the first year, there will be three apprentices, all based at the BEIS office at 1 Victoria Street London SW1H 0ET. They will undertake a Level 4 Software Developer Apprenticeship, delivered by Makers Academy of 50-52 Commercial St London E1 6LT.

Makers Academy's accelerated programme model was designed to enable apprentices to progress to Junior Software Developers quicker than undertaking a traditional apprenticeship of 18 to 24 months, thus helping to meet the demand for software developer skills across government.

The apprenticeship offers a unique training delivery model featuring a 4-week induction followed by 12 weeks up-front training at the start of the programme, where apprentices learn basic programming skills and languages. At the end of this intensive training, apprentices return to departments to work with teams supporting live projects for the remaining months.

### **The needs are for an apprenticeship programme as follows:**

- A supplier that provides accelerated or compressed learning so that apprentices are able to be more effective in the workplace from an earlier point whilst on the apprenticeship programme
- Programme is tailored to each of the participating department's technology stacks
- Includes, as part of the curriculum, projects which are tailored to the apprentices' workplace tools, languages and methods
- Provides the apprentice with the hardware and software required during the block release periods
- Provides ongoing support for apprentices through to the end point assessment
- Supports the participating government departments in assessing the suitability of the candidates to undertake the apprenticeship programme
- Values diversity and operates according to policy which supports the Civil Service's ambition to become the most inclusive employer in the UK
- Is accessible to as many Government or public sector bodies as possible

### **Further information on needs**

This procurement exercise shall combine requirements for Level 4 Apprenticeship placement for a number of Government Departments. Each Government Department shall have an individual Call Off for their requirements with the successful supplier.

Government Digital Service, Cabinet Office will evaluate the effectiveness of the apprenticeship programme, (including apprentices under this Call Off Contract) at the end of any block release period and at the end point assessment stage per cohort and by how effective the apprentices are in their roles.

Government Digital Service, Cabinet Office led on the initial procurement on behalf of the named government departments and other public sector bodies who may wish to participate in future cohorts.

### **Recruitment and Assessment of Apprentices**

#### **Recruitment and Assessment**

If required by the Contracting Authority the Supplier may work in partnership with the Contracting Authority to carry out the required elements of the recruitment procedure. If required by the Contracting Authority, the Supplier will facilitate the advertising of apprenticeship vacancies through various channels to attract potential candidates. Such recruitment channels should be agreed with the Contracting Authority and on request of the Contracting Authority should also follow the Contracting Authority's own methods of recruitment and branding. If required by the Contracting Authority the Supplier shall share any vacancies with the appropriate referral agencies of the Contracting Authority as required. If required by the Authority, the Supplier may work in partnership with the Contracting Authority to assess the eligibility and suitability of candidates for the apprenticeship. If required by the Contracting Authority to support a recruitment and/or assessment process, the Supplier must ensure that the process(es) include the screening for and accommodation of candidates' specific learning needs and ensure that these are accommodated throughout the duration of the apprenticeship programme. If required by the Contracting Authority to support recruitment and/or assessment of apprentices, the Supplier may be required to assist the Contracting Authority/ies in the placement of Apprentices to the most suitable vacancy, ensuring the best fit for both the successful completion of the apprenticeship and value for the Contracting Authority.

If required by the Contracting Authority/ies to support a recruitment and/or assessment process, the Supplier shall send out any relevant recruitment or assessment forms or electronic links to the candidates and ensure their timely return or completion.

### **Security vetting/DBS clearances for Apprentices and Supplier Staff**

All potential apprentices working under contracts let through this DPS shall comply with the Contracting Authority's staff vetting procedures. The diverse nature of public sector organisations business will mean that security requirements will differ from one Contracting Authority to another. As a minimum, the Contract/s require Supplier/s to undertake Level 1 pre-engagement checks of all non internal apprentice candidates and supplier staff, including a check to confirm eligibility to work in the UK. Supplier staff may be required to undertake further checks. The Contracting Authority shall work with the Supplier on a case by case basis where enhanced checks are required. Any copies of DBS Certificates and accompanying documentary evidence of Update service checks should be handled and retained in line with Disclosure & Barring Service Code of Practice concerning the Handling of DBS certificate information.

### **Delivery**

#### **Sub-contracting**

The Supplier shall not sub-contract any part of the service without the prior knowledge and written agreement of the Contracting Authority

#### **Approach to Apprenticeship Delivery**

Apprenticeship delivery should be based on facilitative techniques which continuously engage and enthuse all apprentices both at the start and throughout the apprenticeship and provide a learning environment which is dynamic, exciting, positive, empowering and inspiring. Delivery should use open, positive and participative approaches with appropriate audience management techniques which encourage and support participant interaction and feedback from all apprentices. Delivery should include a range of learning techniques (including blended learning approaches) which cater for the differing backgrounds of apprentices and address the full range of learning styles. Delivery should be focused on changing behaviours, attitudes and mindsets as well as imparting the necessary information. The Supplier must ensure that they meet the requirement for apprentices to spend a minimum of 20% of their contracted hours in off-the-job training as per ESFA guidance. This shall be through a variety of means such as study days, eLearning, self-directed learning etc. Delivery should use a range of materials and technologies which are appropriate to the subjects being delivered.

The Supplier will ensure continuity of the personnel they provide to deliver the courses/assessments for which they are proposed. The Supplier must be able to accommodate the delivery of apprenticeships on a part-time basis where this has been agreed between the apprentice and the Contracting Authority.

**Induction**

For all apprentices new to the Civil Service, the Supplier must allocate the time for apprentices to attend the Contracting Authority's full corporate induction and ensure that they are aware of the times and locations for this. The Supplier should liaise with the Contracting Authority to ensure that the environment they are going to be working in is appropriate to the programme.

The Supplier must undertake a skills gap assessment with the Apprentice in order to ascertain what practical experience the Apprentice will need in order to meet the full requirements of the qualification: Details of this must be provided to the Apprenticeship Lead to enable them to plan a scheme of work that will provide the Apprentice with the experience necessary.

**Organisational values & behaviours**

The Supplier and all assessors should build and maintain an understanding of the Contracting Authority's policies, procedures, organisational values and expected standards of behaviours. Training styles, language and behaviours should conform to the Contracting Authority's policies and legal requirements on inclusion, equality and non-discrimination.

**Training & support for apprenticeship leads**

The Supplier should provide mentoring and coaching for new apprenticeship leads to ensure they are supported in managing the apprentice and so that there is alignment between the on-the-job and off-the-job training elements. The Supplier should facilitate forums and/or group training and support for Apprenticeship Leads at any point over the duration of the contract at a frequency and time requested by the Contracting Authority. Before the start of any Apprenticeship Placement, the Supplier must provide details of the apprenticeship delivery plan to the line manager to ensure they are aware in advance of key dates including, but not limited to, dates of study days, dates of any ad hoc extra training, review dates. The Supplier must provide regular feedback to the Apprenticeship Lead on the progress of the Apprentice and their achievement to date against the plan. - The Supplier should ensure that there is a regular feedback mechanism in place to allow for Apprenticeship Leads to report on the performance of that Apprentice in the workplace.

**Flexibility/tailoring**

The Supplier must be able to flex their service offering to meet the requirements of the individual Contracting Authority. The Contracting Authority's requirements may change over time and wherever possible the Supplier must be able to flex their service offering to accommodate this.

The Supplier must take in to account that some Contracting Authorities will require Apprentices to be based at multiple sites which are not necessarily in close proximity and be able to accommodate this.

The Supplier must meet with the Contracting Authority at the commencement of the contract to discuss the Contracting Authority's specific requirements and to confirm the roles and responsibilities of each party. This meeting should be documented and retained by both parties.

#### **Apprentice Satisfaction and Retention**

The Supplier must have processes in place in order to achieve excellent levels of Apprentice retention on the schemes. This should include but not be limited to, the provision of pastoral support; facilitation of extra support for functional skills where necessary and the provision of mentoring/buddy support.

The Supplier must have methods for the monitoring and reporting of apprentice's retention rates. The Supplier should have methods of continuous improvement established in order to increase Apprentice retention levels. The Supplier shall have in place systems for the monitoring and recording of learner satisfaction as part of a continuous programme of improvement. Both parties (the Supplier and Contracting Authority) must advise the other immediately if they become aware that the Apprentice is experiencing any difficulties which may influence his/her continuation of the scheme or if the Apprentice has expressed a desire to leave the scheme to pursue other career opportunities/life choices. The Contracting Authority undertakes that they will encourage the Apprentice to complete the Apprenticeship scheme prior to taking up any offers of employment at the Contracting Authority itself or elsewhere.

If, for whatever reason, the Apprentice has made the decision to leave the Apprenticeship scheme before completion, the Supplier shall offer all reasonable support to the Apprentice to assist them with leaving the scheme.

#### **Tracking of learner progress**

The Supplier should have a system/portal for the tracking of learner progress. The system should be accessible to all parties at all times including the Apprentice, in order to aid their progress. The system/portal must be continuously kept up-to-date to show accurate details and must be capable of producing reports on learner progress which are easy to use and share and that, as far as is reasonably possible, are in a format agreed by the Contracting Authority. The Supplier shall immediately inform the Apprentice Lead/Manager if the Apprentice is falling behind the learning plan and how this has been addressed with the Apprentice. The Supplier must have a system in place to monitor and report on all non-attendance, including sickness absence monitoring. The Supplier shall immediately inform the Apprentice Lead/Manager of any absence from the off-the job learning element which has not been approved and of any sub-standard occurrences of performance and/or behaviour. Any absence, performance or behavioural issues raised must be monitored and reported. The Supplier must meet with Apprentice Leads/Managers at pre-defined and regular intervals in order to discuss the progress of their Apprentices but should not wait for the meetings to raise issues of underperformance or unsatisfactory progress. The Supplier should be able to show learner progress through their system

#### **End point assessments**

Unless specified otherwise by the Contracting Authority, the Supplier will be responsible for selecting and managing the approved assessment organisation. All assessment organisations used by the Supplier must have met the minimum criteria required to be listed on the Register of apprenticeship assessment organisations: - (<https://www.gov.uk/government/publications/register-of-apprentice-assessment-organisations>) The Supplier must follow all ESFA rules regarding the end point assessment organisation (including that regarding the assessor organisation being independent from the Supplier organisation) as updated from time to time.

The cost of the end point assessment must be no more than twenty per cent of the total cost of each Apprenticeship delivered. The Supplier must take all reasonable steps to ensure that the apprentice is ready to undertake the end point assessment. At the commencement of the contract the Supplier should provide information to the Contracting Authority concerning the checks undertaken to ensure the readiness of the apprentice for their end point assessment. The Supplier must ensure that the end point assessment takes place within one calendar month after the end of delivery of the scheme. Where required, the Supplier must offer each apprentice one retake which shall be at no extra charge to the Contracting Authority. For any apprentice who fails the end point assessment, the Supplier must undertake an in-depth review as to the reasons for the apprentice failing and make such information available to the Apprenticeship Manager/Apprenticeship Lead. The Supplier shall take all reasonable steps to

ensure that the Apprentice in question is brought up to the standard required for passing the assessment at the subsequent re-take.

#### **Framework Lot Number and Services**

WP1497 - Invitation to Tender (ITT) under Dynamic Purchasing System for the Procurement of Apprenticeship Training Providers Category: Digital Services (IT, data analysis) - All Regions  
OJEU ref: 2017/S 041-074961

#### **Supplementary Details**

The original procurement event to which this call off contract relates has combined requirements for Level 4 Software Developer Apprenticeship delivery for a number of Government Departments. Each Government Department shall have an individual Call Off Contract for their requirements with the successful supplier. A group of central government departments jointly procured a level 4 software developer apprenticeship programme. The group of Departments comprises of:

- Ministry of Justice - 5 placements
- Department for Work and Pensions - 5 placements
- Home Office - 4 placements
- Department for Environment and Rural Affairs - 2 placements
- Department for Education - 4 placements
- Department for International Trade - 2 placements
- Cabinet Office Government Digital Service - 4 placements
- The Department for Business, Energy and Industrial Strategy - X placements
- Other Government Departments as and when required

Each Department shall have an individual call off contract. Any changes shall be made via the contract variations process.

	<b>Management Information and Reporting</b>	<b>Timescales</b>	<b>Service level Target</b>	<b>Performance Measures</b>
<b>1</b>	Makers Academy will ensure that 90% of all Apprentices will be ready to undertake the end point	(Within 12 months and 1 day).	90%	At least 90% at all times

	assessment within (12 months & 1 day).			
2	Makers Academy will ensure that end point assessments are booked and completed within 2 months.	(Within 2 months of KPI 1).	90%	At least 90% at all times
3	Response to Apprenticeship/ Department enquiries and requests.	Acknowledgement within 24hours of receipt.	90%	At least 90% at all times
		Response/Answer within 5 working days of receipt.	95%	95% at all times
4	Resolution of complaints	Within 10 working days of receipt.	99%	99% at all times
5	Tutor feedback and assessment of projects/assignments.	Conducted monthly	100%	100% at all times
6	Notification of change of coach / assessor	Apprentices must be notified of any proposed changes to their coach/assessor at least 5 working days before the change occurs.	100%	100% at all times
7	Replacement of coach / assessor.	Any replacement of a coach/assessor must take place within 5 working days of the previous coach/assessor's departure.	100%	100% at all times
8	Timetable of apprenticeship programme	Timetable of programme to be issued to the apprentice on or before the first day of programme induction.	100%	100% at all times

9	Changes to apprenticeship programme	<p>Contract manager to be notified of any substantial changes to the apprenticeship programme (including but not limited to the structure of the bootcamp) at least 4 months before scheduled change.</p> <p>Apprentices to be notified of any substantial programme changes at least 1 month prior to the scheduled change.</p>	100%	100% at all times
10	Apprentices to complete an exit interview.	Apprentices to be notified of any substantial programme changes at least 1 month prior to the scheduled change. To be carried out within 3 months of the end of EPA completion, for purposes of evaluation.	98%	98% at all times
11	Apprentice four stage evaluation process (Kirkpatrick model).	Quarterly	80%	A mean average of 8 out of 10
12	Performance Management Information (MI) shall be completed and delivered on time to the Contracting Authority, with evidence that the MI data has been quality assured. Allowing ad hoc access to MI data.	Monthly reporting.	At least 99% at all times	99% at all times

13	Training Provider will build the cohort and upload apprentice records onto the levy account system.	Last week of each month Makers Academy will submit individual learning records.	100%	100% at all times
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## 2. PRINCIPAL LOCATIONS

### 2.1 Principal locations where the services are being performed

Off the job training shall be held in Makers Academy premises at 50-52 Commercial St London E1 6LT. On the job training shall be held at 1 Victoria Street, London, SW1H 0ET.

## 3. STANDARDS

### 3.1 Quality Standards and Policies

#### Equality & Diversity

The Supplier shall ensure a robust Equality and Diversity policy is in place within their organisation. The Supplier shall conform to, and demonstrate compliance with, all equality legislation and the Contracting Authority's equality and diversity policies.

#### Safeguarding

The Supplier shall ensure a robust policy is in place for safeguarding of young people and vulnerable adults.

#### Bullying and Harassment

The Supplier shall ensure a robust policy is in place for bullying and harassment.

#### Learner Discipline and Sanctions/Code of Conduct

The Supplier shall ensure a robust policy is in place for learner discipline and sanctions.

#### Health & Safety

The Supplier shall ensure a robust Health and Safety policy is in place within their organisation which is updated as appropriate to reflect all current Health and Safety legislation. The Health and Safety policy should include, or there should be a separate policy in place, to cover the promotion of the health and well-being of learners.

#### Security and Data Protection / General Data Protection Regulation

The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Contracting Authority is immediately informed of any compromise to the Supplier and or Contracting Authority's assets.

The Supplier must comply with data protection legislation, including notifying the Information Commissioner's Office that they process personal information.

The award of the Call Off Contract will be subject to the successful supplier accepting the GDPR provisions and completing GDPR Additional Clause, Annex A: Scheduling of Processing, Personal Data and Data Subjects.

### **Complaints**

The Supplier shall ensure that a robust policy for dealing effectively with complaints from learners is in place within their organisation.

### **3.2 Technical Standards**

Software Development Apprenticeship Level 4 Standard:

<https://www.instituteforapprenticeships.org/apprenticeship-standards/software-developer/>

## **4. PARTICIPATING AUTHORITY RESPONSIBILITIES**

### **4.1 Participating Authority Responsibilities**

The Authority shall be responsible for providing the Supplier with a list of candidates that shall be enrolled for the first cohort. Provide workplace roles following the Main Course in a field relating to the Software Developer Standard Allow access to offices for Makers Academy coaches and staff to meet Apprentices throughout the programme Maintain ongoing communications and support for Apprentices during the Main Course Provide the necessary equipment (hardware and software) for Apprentices to carry out work related to Software Engineering following the Main Course Provide Apprentices, Makers Academy coaches & End Point Assessors access to 'real' work completed by Apprentices for EPA Support the Apprentices to transition into new roles & ensure they are able to accelerate their development towards becoming a Mid-Level Engineer according to the DDAT Competency Provide the Supplier with the necessary details to optimise the curriculum:

- Technology Stacks (including languages, frameworks, databases),
- Team Communication (git workflow, methodologies, approaches, sprint/working cycles, daily/weekly routines, ticketing/product management systems, team structures, feedback loops)

- Deployment tools/processes - including Continuous integration/deployment, methodologies, flows, systems, tools)

#### **4.2 Participating Authority Equipment**

The Supplier shall be required to provide all equipment for the duration for the Main Course

### **5. CONTRACT PRICE AND PAYMENT**

#### **5.1 Contract Price**

Fixed Price per Apprenticeship inclusive of end point assessment is £16,000.00 excluding VAT.

The cohort shall have 3 Apprenticeships from the Participating Authority.

The Total Contract Price for the provision of the services for this Participating Authority under this Call Off Contract is £48,000.00 excluding VAT.

#### **5.2 Payment profile and method of payment**

#### **5.3 Invoice format**

The Supplier shall issue electronic invoices Monthly in arrears. The Participating Authority shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 5.2 the payment profile set out in paragraph 5.1 above and the provisions of this Call-Off Contract

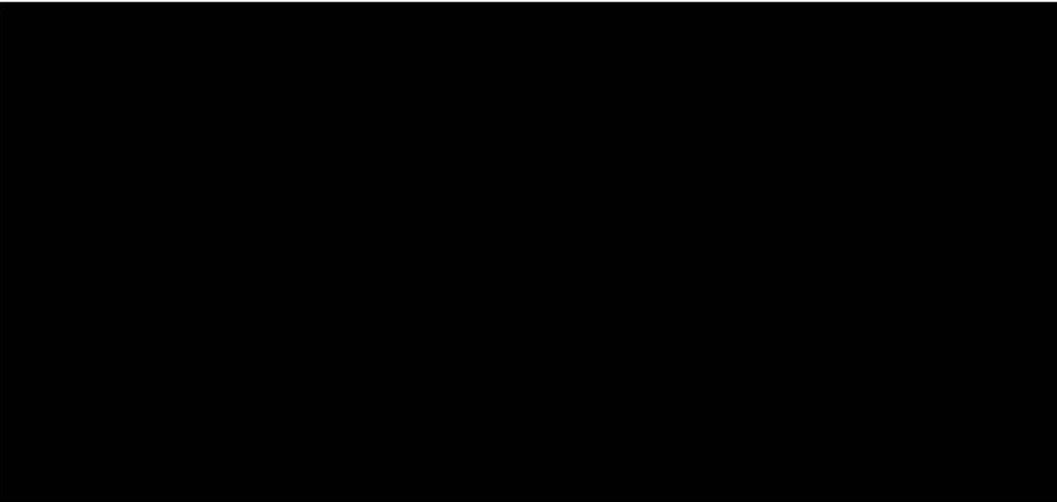
**5.4** The Participating Authority authorises monthly deductions from its Digital Account in the amount of the Charges to be paid to the Supplier for each month. Subject to Clause 5.5, the payment of the Charges will be made to the Supplier by the ESFA in accordance with the Guidance using funds deducted from the Company's Digital Account and such payment shall be in full satisfaction of the Company's obligation to pay for the Services under this Agreement.

**5.5** In the event the monthly Charges for Services (as set out in the applicable Statement of Work) in relation to any of the Apprenticeships cannot be fully met by funds in the Participating Authority's Digital Account, the Participating Authority will co-invest 10% of the outstanding balance amount for that month and the ESFA will pay the remaining 90% up to the funding band maximum ("Co-Investment").

The Supplier shall invoice the Authority separately for its share of the Co-Investment relating to the Charges. The payment of the Charges will be made by the ESFA in accordance with the Guidance by paying its share of the Co-Investment relating to the Charges to the Supplier.

## 6. DISPUTE RESOLUTION

**6.1 Level of Representative to whom disputes should be escalated to in accordance with the provisions of the Framework Agreement:**



**6.2 Mediation Provider**

Centre for Effective Dispute Resolution.

## 7. LIABILITY

**Subject to the provisions of Clause 13 'Limit of Liability of Schedule 2 of the Framework Agreement:**

The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party under or in connection with this Call-Off Contract shall in no event exceed £5 million.

## 8. INSURANCE

**8.1 Minimum Insurance Period**

Twenty One (21) Years following the expiration or earlier termination of this Call-Off Contract.

**8.2** To comply with its obligations under this Call-Off Contract, the Supplier shall provide the minimum level of Insurance cover as set out in Clause 14 of the Framework Agreement.

## **Appendix A**

### **Call-off Terms and Conditions for the Provision of Services**

Where an Order Form is issued by the Authority that refers to the Framework Agreement, the Contract is made between the Authority and the Supplier on the date of that Order Form. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below ("**Schedules**").

The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of the Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of the Contract.

For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of an Order Form covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Order Form.

The Definitions in Schedule 4 of these Call-off Terms and Conditions apply to the use of all capitalised terms in the Contract.

### **Schedules**

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2 of these Call-off Terms and Conditions	General Terms and Conditions

Schedule 3 of these Call-off Terms and Conditions	Information Governance Provisions
Schedule 4 of these Call-off Terms and Conditions	Definitions and Interpretations

## **Schedule 1 of these Call-off terms and Conditions**

### **Key Provisions**

#### **1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.
- 1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Order Form.

#### **Term**

- 1.3 This Contract commences on the Commencement Date.
- 1.4 The Term of this Contract shall be as set out in the Order Form.
- 1.5 The Term may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum duration applicable to the Contract if such maximum duration is set out in the Framework Agreement (including any options to extend).

#### **2 Contract Managers**

- 2.1 The Contract Managers at the commencement of this Contract shall be as set out in the Order Form or as otherwise agreed between the Parties in writing.

#### **3 Names and addresses for notices**

- 3.1 Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to in the Order Form.

#### **4 Management levels for dispute resolution**

- 4.1 Unless otherwise agreed by the Parties in writing, the management levels at which a dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1		Contracts Manager
2		GDS Emerging Talent Lead
3		Deputy Director

## 5 Order of precedence

- 5.1 Subject always to Clause 1.10 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
- 5.1.1 the Order Form
  - 5.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
  - 5.1.3 the provisions on the front page of these Call-off Terms and Conditions for the Provision of Services;
  - 5.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
  - 5.1.5 the Specification and Tender Response Document (but only in respect of the requirements);
  - 5.1.6 Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
  - 5.1.7 Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions; and
  - 5.1.8 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations.

## 6 Application of TUPE at the commencement of the provision of Services

- 6.1 The Parties agree that at the commencement of the provision of Services by the Supplier
- TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 6.2 If any person who is an employee of the Authority or a Third Party claims or it is determined that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a subcontractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
- 6.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in

writing to the Authority;

6.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

6.2.3 if such offer of employment is accepted, the Supplier or a subcontractor shall immediately release the person from their employment;

6.2.4 if after that period specified in Clause 7.2.2 of this Schedule 1 of these Call-off Terms and

Conditions has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or subcontractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the requirements of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (August 2014).

## Appendix B – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	Data relating to the delivery of the accelerated Level 4 Software Developer apprenticeship programme.
Duration of the processing	Processing will take place from 13 <sup>th</sup> April 2020 for the duration of the contract and until the last apprentice on the programme completes their apprenticeship. The contract will end on 14 <sup>th</sup> June 2021.
Nature and purposes of the processing	<p>Collection and storage of data relating to apprentices completing the accelerated software developer programme.</p> <p>Sharing of apprentice progress data with BEIS HR personnel and BEIS DDAT personnel.</p> <p>Passing apprentice data to the End Point Assessment Organisation.</p>
Type of Personal Data	<p>Apprentice name, home address, work address, date of birth, National Insurance Number, academic qualifications, work telephone number &amp; email address, any health matters that the apprentice chooses to disclose, reasonable adjustments required. .</p> <p>Data on apprentice’s progress through the apprenticeship programme, including recording any issues discussed which might relate to health.</p> <p>Line manager name, work address, work phone number and email address.</p> <p>Names and contact details of BEIS HR and DDAT personnel.</p>
Categories of Data Subject	Staff

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The data will be retained by the Contractor until the last apprentice has completed the apprenticeship programme, including the End Point Assessment, and results have been provided to BEIS, following which the Contractor will:</p> <ul style="list-style-type: none"><li>a) <i>To be used where BEIS wishes to have the data deleted all together:</i> delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</li></ul>
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